REGULATION OF DUTIES AND RIGHTS

OF THE HELLENIC ACCREDITATION SYSTEM

ASSESSORS/EXPERTS

ESYD RAS

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Chairman of ESYD

Article 1

Definitions

Assessor is a person of specific qualifications, assigned by the Hellenic Accreditation System (ESYD) for the assessment of compliance of bodies requiring accreditation, **according to** the accreditation regulations and criteria.

Expert is a person of specific knowledge, assigned by ESYD, which helps the assessors during the assessment.

Article 2

Assessors' duties

2.1 Assessor/Expert shall be completely aware of the scientific and professional qualifications required for Lead Assessors/Assessors and for each case of assigned assessment.

2.2 Assessor/Expert shall warrant to ESYD that he/she has the qualifications and that is able to perform all of his/her duties provided in the contract of assessment assignment, sample of which is described in Annex A of this regulation.

2.3 Assessor/Expert shall fully answer all the questions asked by ESYD **relevant parties** and shall fully disclose every subject he/she knows that might influence the decision of ESYD **relevant parties** for the assignment of a particular assessment.

2.4 Assessor/Expert shall disclose to ESYD bodies any relation that he/she or related persons of first degree may have, either directly or indirectly and by any status, with organizations, or interests, or to body under assessment and which might influence the impartiality and the integrity of the assessment that is conducted according to this Regulation.

2.5 Assessor/Expert is not allowed to have any professional activities, directly or indirectly, as advisor of laboratories or certification/inspection bodies, for obtaining an ESYD accreditation certificate.

2.6 The Assessor/Expert shall accept and sign the assessors code of conduct, sample of which is in document ESYD DEC.

2.7 Assessor/Expert shall perform the work and shall render his/her services as they are described in and within the deadlines provided in the contract, and he/she is responsible for any error, omission or inadequacy in his/her services. In the case of error, omission or inadequacy ESYD shall take the appropriate measures within 15 days from the receipt of the relevant written notification. In case of non-compliance

ESYD is not obliged to pay the Assessor/Expert due to the fact that a third person was used replacing the Assessor/Expert.

2.8 The Expert appointed as member of the assessment team shall have documented technical competence relative to all the codes for which he/she have been appointed.

A) Laboratories

The Expert assess the tests/measurements for which has been appointed participating in the following:

1. documented acceptance of the assessment schedule (of the relative points)
2. participation in the initial meeting of the assessment team (during the day of his/her presence)
3. assessment of the calculation of the final results taking into consideration a sample of test reports
4. participation in the evaluation of the calibration of the equipment
5. filling and signing the relative documents with the findings. The relative clause of the Standard and the Type of the non-compliance will be filled by the Lead Assessor
6. participation in the final meeting and in the stage of proposing by the Lab of the corrective actions (during the day of his/her presence)
7. evaluation of the documented implementation of the corrective actions for the findings appointed by him/her and a documented proposal to the Lead Assessor before the final recommendation to the relevant Accreditation Manager. The discharge of nonconformities is signed by him/herself or it in other documented way.
8. assessment of the personnel technical competence in all the steps of the assessment
9. assessment of the Lab's quality records including the PT's results
10. assessment of the method's validation data including the uncertainty
11. evaluation of the laboratory infrastructure and environment
12. checking of the Standards
13. evaluation of the improvement indicators in relation to the findings
14. evaluation of the lab logbook and the sample logbook
15. evaluation of the results

The points 3-15 are carried out in cooperation with the Lead Assessor.

The Experts before their first appointment in an assessment team shall have a short training on the ESYD procedures, on the assessment forms filling and on the basic principles of the Standard. They may also be invited after ESYD decision to participate in Assessors' meetings organized by ESYD.

In the case of very specific methods, in which Experts having knowledge of the Standard can not be used, the use of Experts without knowledge of the Standard is possible. In this case the Experts will be in continuous cooperation with the Lead Assessor / Assessor during the assessment and their participation will be limited only in technical issues.

B) Bodies

The Expert participates in all the stages of the assessment, for which has been appointed, relative to his/her competence. Specifically:

1. documented acceptance of the assessment schedule (of the relative points)
2. participation in the initial meeting of the assessment team (during the day of his/her presence)
3. assessment of the personnel technical competence in all the steps of the assessment
4. assessment of the technical records/certification/inspection schemes
5. assessment of a sample of technical files of certification/inspection with a parallel control of certificates granted **based on the relevant audits/inspections**
6. participation in the evaluation of the calibration of the equipment, where it is necessary
7. filling and signing the relative documents (FA0B04) with the findings
8. signing of FAB05-1 and FAB05-2 and also the discharge of the non-conformities for the findings appointed by him/her or it in other documented way
9. filling and signing the Forms FAB09-1 with the findings
10. participation in the final meeting and in the stage of proposing by the Lab of the corrective actions (during the day of his/her presence)

For the Inspection Bodies and Product Certification Bodies where test reports from Labs are evaluated, laboratory assessors will be included in the assessment team as Experts.

The points 3 - 9 are carried out in cooperation with the Lead Assessor.

The new Experts shall have a short training/ briefing on the ESYD procedures, on the assessment forms filling and on the basic principles of the Standard. They shall also participate in Assessor's meetings organized by ESYD when are invited.

Article 3

Training

3.1 Assessor shall attend, in places and time determined by ESYD, additional training courses, not exceeding the duration of 40 hours, for training in new or modified criteria and accreditation procedures, so that the continuing and effective performance of his/her duties as Lead Assessor/Assessor is secured.

3.2 ESYD maintains the right to require assessor to cover the expenses of training.

Article 4

Remuneration of the Assessors

4.1 The remuneration of assessors/experts is calculated on the basis of the daily compensation, which is decided according to the ESYD established billing policy, and the time required for each assessment.

4.2 The time required for each assessment is calculated by the relevant MU in collaboration with the individual Lead Assessor, according to the provisions of the ESYD Assessment and Accreditation Procedures.

4.3 ESYD shall reimburse an amount to meet assessor's/expert's travel expenses, feeding and other overheads which are made by Assessor/Expert **during the assigned project and always according to the existing provisions.**

4.4 Any amount, based on the above mentioned, is payable to the assessor/expert according to the ESYD terms of payment, after the submission by the assessor/expert of all relevant to this expense legitimate receipts, in which the type and a description of the expense shall appear.

4.5 The above-described procedure and the terms of assessors/experts payment are described in a relevant document

Article 5

Impartiality

A) Laboratory's Assessors/Experts

1. ESYD Laboratory's Assessors/Experts, who act as auditors/inspectors of CB/IBs in the view of accreditation Standards, shall not participate in assessments of those Labs which have economical or other financial relationship with their Body
2. ESYD Laboratory's Assessors/Experts shall not provide consulting services to the Labs on accreditation/certification/inspection Standards.
3. ESYD Laboratory's Assessors/Experts may arrange and participate as a lecturer in training, orientation or educational courses, provided that these courses confine themselves to the provision of generic information and advice which is freely available in the public domain, i.e. they should not provide specific advice to a laboratory, CB/IB or PT provider in relation to the activities of that organization. ESYD shall be informed for this activity

B) CB/IB/VBs Assessors/Experts

1. ESYD CB/IB/VBs Assessors/Experts shall not also be CB/IB/VBs auditors/inspectors. It is allowed to the Laboratory's Assessors/Experts to act also as CB/IB/VBs auditors/inspectors in the concept of accreditation standards.
2. ESYD CB/IB/VBs Assessors/Experts shall not provide consulting services to the CB/IB/VBs on accreditation Standards
3. ESYD CB/IB/VBs Assessors/Experts in the case who act as consultants of the CB/IBs clients shall inform ESYD with the names of those and the CB/IB/VBs which have certified/inspected them. Those Assessors/Experts shall not be appointed for the assessment of CB/IB/VBs which have directly or indirectly cooperated during the last three years.

All the above shall be declared by the Declaration of the Law 1599/1986.

Article 6

Confidentiality

6.1 Information provided **to the knowledge of assessor/expert** by any form or in any media on the course or as a result of the assessor's/expert's work and concerns **either** the body under assessment **or anyone else**, are and must be kept confidential, and they are not divulged **in any case** to third parties for all the duration, as well as after the expiration or resolution of the contract.

6.2 Assessor/expert is compelled to observe confidentiality with regard to the information in question.

6.3 Observation of confidentiality is not required for:

- information that is or is going to be public, irrespective of assessor/expert activities.
- information legitimately obtained by third parties.

6.4 The above-mentioned obligation for confidentiality is in force for a period of seven years after the **expiration or resolution** of the relevant contract.

6.5 Any breach of the confidentiality obligation (without prejudice to ESYD rights) gives ESYD the right to resolve the relevant contract and to delete the assessor/expert from the assessors' list without any previous notification.

6.6 Any interception or loss of confidential information under any form or in any media shall be **reported or denounced** to ESYD.

6.7 All documents, in any form, that is presented or came in the possession of assessor/expert on the course of his/her duties, constitute property of ESYD and they shall be delivered to ESYD **after the completion of the assignment**.

Article 7

Copyrights

Copyrights of any written essay, report, document, in any form or media, elaborated on the course and within the framework of assessor's duties, belong to ESYD.

Article 8

Solution of contract, deletion by the list of assessors/experts

8.1 The contract shall immediately be resolved and ESYD deletes the assessor from the list of assessors/experts without any notification, if the assessor/expert:

- conduct or act in a way incompatible to this regulation;
- **conduct or act in a way incompatible to the procedures and regulations of ESYD or the Law**;
- has any relation or interests, direct or indirect and by any status, in the business of person or in a company having interests in body assessed by him/her, unless he/she has the previous written consent of ESYD.
- does not observe the terms of this regulation or the code of assessors /experts conduct, or he/she does not observe the terms of the signed contract.

8.2 In any case, after the termination of the signed contract, the assessor/expert shall return immediately all the documentation he/she has received and shall erase permanently any secret, confidential, or commercially sensitive information related to ESYD or to its clients, that have been stored in a magnetic or optical disk, or memory, or any other media, as well as any other material that was in his/her possession, keep, concern, or control, in place outside the installations of ESYD.

8.3 Following an ESYD decision, assessor/expert shall be deleted from the assessors'/expert's lists if by any means there is evidence that he/she acted in contravention of this regulation, of the signed contract, or of the code of assessors'/expert's conduct.

Article 9

Modification of contract

Any modification of the signed contract has no effect, unless it is in writing, following the agreement of the two contracting parts.

Article 10

Correspondence

10.1 Any correspondence of the assessor/expert with the ESYD shall be in writing, by fax or e-mail and is dispatched to ESYD headquarters.

10.2 Any correspondence of the ESYD with the assessor/expert can be delivered personally against receipt, by post, or by fax, or e-mail; it is assumed that the correspondence has been communicated at the time of delivery, when it is delivered personally, at the date of the usual post office deliveries, when the notification is by post, and at the time it transmitted, as this is argued by the transmission receipt, when the notification is dispatched with fax or e-mail.

Article 11

Legislation – Resolution of Differences

11.1 This regulation is governed by the Greek Legislation in effect.

11.2 Any difference emerging between the contracting parts by the application of contract is allocated on the exclusive authority of the Greek Courts (in Athens).

Article 12

Health and Safety

Assessor/expert shall comply with legislation and any regulations in force, regarding the health and safety of **all** the sites he/she visits on behalf of ESYD.

Article 13

Relation to ESYD

13.1 The contract does not render assessor/expert **staff** of ESYD, neither the assessor/expert can present himself, directly or indirectly, on any time during or after the termination of the above contract, that he/she is by any way connected to or has interests in ESYD.

13.2 The contract does not give assessor/expert the right to create or to cause any possible obligation or responsibility of ESYD. In opposite case the assessor will indemnify and will continue indemnifying ESYD proportionally.

13.3 The contract does not give assessor/expert the right to make **in any way via documents or other way**, any reference to ESYD, except for communication or notification purposes with the regard of this regulation and of the relevant procedures of assessment and accreditation.

13.4 Assessor/expert on the course of the relevant work is considered as "independent subcontractor" (Civil Code, article 681) and consequently he/she is not considered as appended or representative of ESYD.

Article 14

Assessors' rights

The assignment of assessments to assessors/experts is carried out on the basis of each assessment's needs, without any discrimination and, observing the principle of equal employment opportunities, when this is feasible.