**C O N T R A C T No.** **<<Nr umowy>>**

of <<Dt. umowy>>

regarding the voluntary certification of products for ecological labelling EU Ecolabel (hereinafter referred to as EU Ecolabel) concluded between:

**POLISH CENTRE FOR TESTING AND CERTIFICATION,** Puławska 469, 02-844 Warszawa, Company registered in the XIII Economic Division of the District Court of the Capital City of Warsaw under KRS No. 0000144813; initial capital 16 000 000 PLN paid in full, Regon No. 015276609; NIP No. 951-20-63-356; e-mail: pcbc@pcbc.gov.pl, hereinafter referred to as ‘PCBC’, represented by       -      , based on power of attorney granted by the Management Board of Company

and:

**<<Klient nazwa>>**

hereinafter referred to as the ‘Applicant’, having its seat at: <<Klient adres (od ul.)>>,

Regon <<Klient REGON>>, , Tax No. <<Klient NIP>>,
represented by: <<Przedstawiciel>>,

having the following contents:

Collectively referred to as the "Parties"

§ **1**

Subject of Contract

1. The subject of the Contract are mutual obligations of the Parties associated with the process of voluntary certification for ecological labelling EU Ecolabel.
2. The Contract shall cover the following products/services for which the Applicant submits a voluntary certification application:

**<<Grupa wyrobów>>**

§ **2**

General Provisions

1. The certification procedure will be concluded within a period no longer than 2 months of the date of receiving following documentation:
2. signed Contract in case of new Applicant or
3. application for a new product under an existing Contract

for awarding EU Ecolabel for       in the scope of criteria covered by the       referring to products/services filed for certification (specified in detail in cost estimate mentioned in § 8, point 1) on the condition that the documentation is complete and sufficient for the purpose of certification about what the Applicant is notified by PCBC. If it occurs during the process that there is a necessity for completing or correcting the documentation, this period shall be prolonged until the Applicant introduces necessary supplements and corrections but it shall not exceed 6 months.

1. In the case of a positive results of the certification procedure, both Parties shall sign the Standard Contract covering the terms of use of the EU Ecolabel that entitles to mark the products / services indicated in the certificate(s) issued by PCBC, constituting an Annex to the above-mentioned Standard Contract.
2. In the case of a negative results of the certification procedure, the PCBC shall provide to Applicant written decision along with a justification.
3. The Applicant shall undertake to copy the certificate in whole.
4. The Applicant shall undertake to meet the certification requirements specified in this Contract and the certification program.
5. During the validity period of the EU Ecolabel license and the certificate, the Applicant has the right to use the EU Ecolabel logo in accordance with:
6. Regulation (EC) No. 66/2010 of the European Parliament and of the Council of 25 November 2009 on the EU Ecolabel (with later amendments) and
7. the most current version of the document: ‘Guidelines for the use of the EU Ecolabel logo’.
8. The PCBC shall not liable to third Parties for the placing of products / services labelled with EU Ecolabel by the Applicant and damage caused by products / services placed on the market by the Applicant.
9. The PCBC and its representatives authorized for such purposes by the PCBC may take all necessary investigation aiming at verification of Applicant’s adherence to product group criteria and terms of use and provisions hereof. For this purpose the PCBC may request the Applicant to submit all relevant documents to prove the Applicant’s adherence to above mentioned requirements and the Applicant shall provide the PCBC with such documents. The PCBC may conduct the inspection / control in the Applicant’s seat/production facility. Control / inspection will be conducted after setting a date between Parties.
10. The Applicant shall undertake:
11. to place on the market products / services that comply with the legal regulations specified in the Commission Decision mentioned in § 2 (1), in Regulation (EC) No. 66/2010 of the European Parliament and of the Council of 25 November 2009 on the EU Ecolabel (with later amendments) and other normative documents required by the certification program,
12. to follow recommendations after inspection / control and removing shortcomings within agreed deadlines,
13. to collect any supporting documents and records proving that the products placed on the market comply with the legal regulations specified in § 2 (1),
14. to comply with written declarations,
15. to refer to certification in accordance with its scope,
16. not to refer to the certification in a misleading or unauthorized manner,
17. to refer to certification in the media, as specified in the certification program, in Regulation (EC) No. 66/2010 of the European Parliament and of the Council of 25 November 2009 on the EU Ecolabel (with later amendments) and the most up-to-date version of the document: ‘Guidelines for the use of the EU Ecolabel logo’,
18. to maintain records of complaints, to take appropriate actions regarding complaints and to document them,
19. to inform PCBC about any changes to the Applicant's data (including in particular: change in the legal form of the business, change of address, change of the responsible person and person assigned to contact with PCBC).

**§ 3**

Surveillance

1. PCBC shall have (at least once within the validity of the certificate) the right to conduct the surveillance assessment of the product / service marked with the EU Ecolabel and to supervise the fulfilment by the Applicant of the obligations resulting from the awarded EU Ecolabel license, having certificates and the terms of this Contract.
2. The surveillance referred to in (1) shall be held by the employees of the PCBC during the period of the validity of the EU Ecolabel license and certificate and consists of:
3. carrying out inspections / controls at the Applicant’s premises and analysing the results of control tests,
4. supervising the use of certificates and logos by the Applicant.
5. Within the validity period of the EU Ecolabel license and certificate the Applicant:
6. shall enable, at any time, the PCBC or organizations authorized by the PCBC Management Board to carry out inspection / control at the Applicant’s head office / manufacturing plant site or at the site where labelling of certified products is carried out and shall provide the information necessary to state that the terms of this Contract are fulfilled by the Applicant.
7. shall enable to create working conditions for the PCBC observers and trainee inspectors present during the inspection / control. The participation of observers accompanying the inspection / control team shall not obstruct the inspection/control activities. The participation of the above mentioned persons must not impose financial burden on the Applicant.
8. The surveillance mentioned in (3) may be performed more frequently if PCBC will receive reasonable and appropriate information on irregularities related to certified products.

§ **4**

Claims and appeals

1. The Applicant shall keep records of complaints and corrective actions taken and shall inform about any complaints related to the certified products on the request of PCBC.
2. The Applicant has the right to appeal in matters related to the certification and surveillance process. The appeal procedure is available on the PCBC website.

§ **5**

Advertisement

During the period of validity of the EU Ecolabel licence and the certificate, the Applicant has the right to make the fact of awarding the right to use the EU Ecolabel on products / services listed in the certificates available to the public in a way which is not misleading.

**§ 6**

Publications

PCBC shall keep the register of awarded/issued EU Ecolabel licences / certificates.

§ **7**

Confidentiality

1. The Parties declare that they will transfer to each other, in order to implement this contract, as independent administrators, personal data concerning persons representing the Party to this contract, associates of the Party, employees of the Party, subcontractors of the Party, employees and associates of the Party's subcontractors, as well as other persons whom the Party of this contract is used in its performance.
2. The Applicant provides PCBC an information clause addressed to the persons referred to in par. 1, whose data in connection with this contract is or will be provided by PCBC; the clause constitutes Appendix No. 3 to this contract. PCBC declares that he has familiarized himself with the above-mentioned clause and undertakes to provide it on behalf of the Applicant within the time limits specified in the provisions of 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 and the repeal of Directive 95/46/EC (General Data Protection Regulation) (OJ L 119 of 04.05.2016, p. 1 and OJ L 127 of 23.05.2018, p. 2), hereinafter referred to as "GDPR", to all persons referred to in par. 1, whose data in connection with this contract is or will be provided to the Applicant.
3. PCBC provides the Applicant with an information clause addressed to the persons referred to in par. 1, whose data in connection with this contract is or will be provided by PCBC; the clause constitutes Appendix No. 2 to this contract. The Applicant declares that he has read the above-mentioned clause and undertakes to submit it on behalf of PCBC within the time limits indicated in the provisions of the GDPR to all persons referred to in par. 1, whose data in connection with this contract is or will be provided by PCBCB S.A.
4. In the event that during the implementation of this contract, the Applicant decides to entrust the processing of personal data, an contract will be signed between the parties regulating these issues in accordance with the GDPR, in particular with art. 28 sec. 3 and 4 of this regulation, hereinafter referred to as the "Entrustment contract for personal data processing"
5. PCBC undertakes not to transfer or disclose to anyone, without the prior written consent of the Applicant, any information not made public that it has obtained in connection with or while performing its duties under this contract. The obligation referred to above applies in particular to information that is a secret of the Applicant, including in particular technical, program, technological, organizational, financial, personal, commercial, statistical, employee data, as well as other information protected by law.
6. PCBC also undertakes to treat as confidential information about the Applicant obtained from sources other than the Applicant (e.g. from complainants or public offices).
7. The above limitation does not apply to confidential information:

a) the disclosure of which by PCBC will be necessary due to applicable law,

b) when they are generally known information,

c) when they are known to PCBC without breaching the confidentiality clause,

d) when they are created by PCBC,

e) when PCBC discloses will take place at the request of authorized inspection or supervision authorities.

1. In addition, PCBC may retain - subject to the provisions of this paragraph - copies of confidential information, if it is necessary to meet the relevant requirements regarding professional standards, requirements imposed on PCBC legal regulations and internal procedures.
2. The restriction specified in par. 1 above does not apply to those indicated in writing by PCBC employees of PCBC and persons cooperating with PCBC to the extent to which the above-mentioned employees and persons use confidential information for the proper performance of duties and tasks under this contract.
3. The confidentiality obligation referred to in par. 1 above is not limited in time.

§ **8**

Fees

1. The Applicant shall undertake to cover costs of certification according to the invoice issued by the PCBC, set out in the cost estimate No. **<<Nr koszt.>>** of **<<Dt. koszt.>>**, annexed hereto, regardless of the result of certification procedure. In the case of a negative result of the certification process, the annual fee is not included. In the case of termination of the certification process at the request of the Applicant during the ongoing assessment, referred to § 9 (1), the annual fee is not included.
2. The above mentioned costs shall be determined on the basis of the applicable regulations and the current price list approved by the PCBC Management Board.
3. The Parties shall allow the possibility of changing the cost items related to the implementation of the provisions of this Contract by PCBC. The change of these costs is effective if it is introduced by annex in written and approved by both Parties. The signing of the above mentioned annex does not result in the expiration of this Contract or its individual provisions.
4. The Certificate will be forwarded after payment of all fees related to the certification process take place, in accordance with paragraph 1.
5. The amount due shall be paid by bank transfer to the bank account of the PCBC after taking into consideration the relevant activities referring to certification on the basis of the VAT invoice within 14 days of the date of issue.
6. The Applicant declares to be a registered VAT payer.

**§ 9**

Termination, suspension, withdrawal or limitation of the awarded EU Ecolabel license and the scope of certification

1. The Applicant may, at each stage of the ongoing assessment and within the validity period of the awarded EU Ecolabel license and certificate, terminate the certification process. Termination of the process (at the request of the Applicant) shall be made upon written request by the Applicant.
2. PCBC shall suspend the validity of the awarded EU Ecolabel license or certificate in the following cases:
3. the Applicant does not agree for inspection within surveillance
4. negative results of inspection within surveillance,
5. upon the request of Applicant (EU Ecolabel license and certificate holder),
6. the Applicant contravened rights and obligations specified in the this Contract,
7. failure to meet financial obligations towards PCBC on time.

Term and conditions to be met to restore the certificate and EU Ecolabel license shall be specified in the suspension decision of EU Ecolabel license or certificate.

1. PCBC shall withdraw the EU Ecolabel license or certificate in the following cases:
2. failure to meet the conditions to restore the validity of the suspended EU Ecolabel license or certificate, specified in the suspension decision by the Applicant,
3. upon the request of the Applicant,
4. continued maintenance of the certificate results in a breach of law or is contrary to the legal assessment provided by the competent authorities,
5. permanent cessation of the production/supply product /service covered by the scope of the certificate.

The withdrawn EU Ecolabel license or certificate shall not be restored.

1. The PCBC shall limit the scope of the EU Ecolabel license or certificate in the following cases:
2. upon request of the Applicants (EU Ecolabel license and certificate holder),
3. failure to meet requirements confirmed by the certificate by product/service.
4. In the case of termination, suspension, withdrawal of the certificate or EU Ecolabel license or limitation of the scope of the EU Ecolabel license or certificate, the Applicant shall undertake to:
5. return the certificate (with annex, if applicable),
6. discontinue referring to the EU Ecolabel license of certificate upon receipt of the decision to termination, suspend, withdraw of the EU Ecolabel license, certificate or limit the scope of the EU Ecolabel license or certificate, in particular the use of information about the possession of the EU Ecolabel license or certificate in advertising materials,
7. discontinue using the label.

§ **10**

Legal liability

1. The Parties agreed that disputes which may arise in the implementation of this Contract shall be referred to the courts competent for the PCBC’s head office location unless another resolution procedure of the disputes results from the applicable regulations and provisions of this Contract.
2. Any possible disputes related to this Contract shall be resolved in accordance with the Polish law.
3. The PCBC’s liability for damages resulted from failure to comply with or improper implementation of the provisions of this Contract, and also for damages resulted from other causes (e.g. in connection with withdrawal of certification or termination of this Contract, and for damages caused by the Certification Body’s subcontractors shall be limited to the amount of remuneration paid to the Certification Body by the Applicant under this Contract. The PCBC’s liability shall not include lost profits within the meaning of Art. 361 of the Polish Civil Code.
4. The provisions of the Polish Civil Code shall apply to any issues not specified in this Contract.

§ **11**

Validity of the Contract

1. Any amendments to this Contract shall be made in the written form in order to be valid.
2. This Contract shall enter into force on the date of signature by the Applicant.
3. Either Party may terminate this Contract upon a one-month notice in case of detected infringement of the essential provisions of this Contract or rules of law by the other Party or if continued validity of this Contract loses its economic or legal significance for the Party.
4. The termination of the Contract mentioned in (3) above requires, to be valid, a prior written notice to the other Party of the intention to terminate this Contract and setting 14-days deadline from the date of the written notice of the intention to terminate this Contract for removing the infringement referred to in (3) above.
5. The statement about termination shall be made in writing in order to be valid.
6. The termination of the Contract referred to in (3) shall not relieve the Applicant from the liability for statements of fees due towards the PCBC for operations performed under this Contract until the expiry of the period of notice.

§ **12**

This Contract is drawn up in two original copies: one copy for the Applicant and one copy for the PCBC.

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| --- | --- |
| **PCBC** | **APPLICANT** |
| .................................................................................*(signature)* | ........................................................................................*(signature)* |
| .................................................................................(date) | ......................................................................................(date) |

Annexes:

1. Cost estimate no.<<Nr koszt.>> of <<Dt. koszt.>>
2. Information clause implemented on behalf of PCBC
3. Information clause implemented on behalf of the Applicant
4. The form of the Standard Contract covering the terms of use of the EU Ecolabel