CONTRACT AGREEMENT BETWEEN HSA/INAB AND ASSESSORS /EXPERTS/INSPECTORS

Bord Náisiúnta na hÉireann um Chreidiúnú
Irish National Accreditation Board

THIS CONTRACT AGREEMENT is made on the [date] day of [month] 20 [ ] BETWEEN:

The Health and Safety Authority (INAB), of the Metropolitan Building, James Joyce Street, Dublin 1 ("the Client") and

[Assessor Name] of [Assessor's address] ("the Assessor")

("the Parties").

WHEREAS:

A.   In accordance with the provisions of Section 56A of the Safety, Health and Welfare at Work Act 2005 as inserted by Section 32 of the Industrial Development (Forfás Dissolution) Act 2014, the Irish National Accreditation Board (INAB) is an office under the aegis of the Client. For the purposes of this Agreement any reference to INAB shall be construed as a reference to the Client.

B.   The Client agrees to appoint the Assessor and the Assessor agrees to provide the Services in accordance with and upon the terms and conditions of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1.   This Agreement is governed by the terms and conditions set out in http://www.inab.ie ("Terms and Conditions of Engagement of Assessors"), which are incorporated by reference into this Agreement, and consists of the following documents, and in the case of the conflict of wording in the following order of priority:

   i)   This Agreement and Schedule A;

   ii)   Terms and Conditions of Engagement of Assessors.

2.   The Assessor agrees to provide the Services described in Schedule A ("the Services") in accordance with this Agreement ("Agreement").

3.   The Assessor shall carry out the Services at the times and places as set out in Schedule A or as otherwise agreed in writing by the Assessor (and the Client).

4.   This Agreement shall take effect on the date of this Agreement ("the Effective Date") and shall expire on completion of the Services, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

5.   Subject to the provisions of Clause 4 in the Terms and Conditions (as set out at http://www.inab.ie), the Client shall pay the rates set out in Schedule A ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

6.   The Assessor, in signing this Contract to the Terms and Conditions confirms that based on undertakings with insurance brokers, the Assessor holds the insurances in Clause 5A(11) at an appropriate value for the services normally provided to INAB and will continue to hold such insurances for the duration of this contract.

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7. The Assessor shall provide a written report (assessment report) prior to the completion of the Services setting out the Services provided and the results achieved.

8. This Agreement supersedes all previous agreements and/or contractual arrangements between the Parties in respect of the provision of assessment services.

9. For the purposes of this Agreement, the Client's Contact is specified below or such other contact as notified in writing to the Assessor.

10. Contact Details

HSA/INAB (Client)	
Name:	Ms Rosemary Hsyden
Position:	Programme Manager INAB
Accreditation Standards you are qualified to assess	INAB to complete this section
SIGNED for and on behalf of the Client (being a duly authorised Officer)	*Rosemary Hayden*
Date Signed*	INAB to complete this section

Assessor/Expert/Inspector	
Name of Assessor/Expert/Inspector	Information copied from INAB CRM
Address	Information copied from INAB CRM
Agreed daily rate and currency	Information copied from INAB CRM
Contract Type	Information copied from INAB CRM
SIGNED for and on behalf of the Assessor (being a duly authorised Officer)	
Date Signed*	

* Please note the effective contract date is when the assessor becomes active on the INAB system