



ACCREDITATION AGREEMENT - ACCEPTANCE OF UPF TEST REPORTS

Agreement with: Carvico S.p.A

VALID: 1/7/2009 - 30/06/2010

The Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) Ultraviolet Protection Factor (UPF) labelling scheme requires that garments and fabrics bearing the UPF trademark have been tested by ARPANSA or laboratories designated by ARPANSA. This is to ensure that the ratings claimed on the swing tags are met and that testing is standardized and traceable. Test reports from laboratories which have undertaken UPF testing intercomparisons with ARPANSA and have achieved satisfactory results will be accepted in submissions for licence agreements to use ARPANSA swingtags, subject to the following conditions, to ensure satisfactory performance of the UPF labelling scheme:

- 1. Continuing satisfactory outcomes from periodic comparisons of UPF results between your laboratory and ARPANSA. At approximately six monthly intervals, or at other intervals if deemed appropriate, ARPANSA will submit fabric samples to your laboratory for UPF analysis. These may include samples received by ARPANSA from ARPANSA clients that have a valid Carvico test report for validation testing. Test results of the comparison will subsequently be made available to your laboratory. Carvico S.p.A. test reports requested by ARPANSA should be accompanied by two A4 size samples of fabric.
2. Original records of laboratory test results and a sample of all materials tested for each client should be held by your laboratory. This allows subsequent verification of test results and provides additional traceability.
3. Test reports from your laboratory should be less than 1 year old and have a designated signatory, responsible for guaranteeing the accuracy of the reports. If for any reason the signatory changes, then ARPANSA MUST BE NOTIFIED. Laboratory methods and quality control procedures should also be available for inspection if requested. Laboratories UPF test methods should comply with the requirements of the Australian Standard AS/NZS 4399 (1996).
4. You may not use the name of the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) or the Commonwealth of Australia, or any words, marks or devices which may imply a connection with ARPANSA or the Commonwealth of Australia, in connection with the promotion or sale of your products, unless ARPANSA has given express written authority to do so. Acceptance of your Laboratory's test reports for purposes of the ARPANSA UPF rating scheme implies no other obligation on the part of ARPANSA or the Commonwealth of Australia.
5. The continued evolution of the Australian Standard on Sun Protective Textiles may mean that in the future it will be necessary to impose other conditions of acceptance of test reports to ensure continuing satisfactory operation of the UPF rating scheme. ARPANSA will notify you in writing of any such changes to conditions if the need arises.
6. The licensee agrees to indemnify ARPANSA from and against any liability, loss or expense incurred by ARPANSA in dealing with any claim against it arising from any act or omission by the the licensee or any breach by the licensee of its obligations under this agreement, irrespective of whether there was fault on the part of the person whose conduct gave rise to that liability, loss or expense. This clause will survive the expiration of the agreement.
7. The licensee agrees, for as long as any obligations remain in connection with this agreement to effect and maintain insurance for an amount approved by ARPANSA for any liability that may be incurred by the licensee and upon request to provide proof of insurance.
8. Should intercomparisons of UPF test results between ARPANSA and your laboratory reveal any unresolvable discrepancies, or should any of the other conditions of acceptance be breached, ARPANSA reserves the right to revoke or suspend the acceptance of your laboratory's reports for registering fabrics in the UPF rating scheme.
9. ARPANSA will invoice your company standard fees in accordance with a schedule of charges to cover the time expended by ARPANSA in providing the intercomparison service.

Signed for and on behalf of the Commonwealth of Australia by:

DR. PETER GIES (Name and Title - print)

(Signature)

(Witness)

Signed for and on behalf of the Licensee by:

PAOLO CAVENATI - Q.C. MANAGER (Name and Title - print)

(Signature)

(Witness)

Date of Agreement 1/7/2009

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