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Accreditation Agreement

This Agreement dated , between
UNITED ACCREDITATION FOUNDATION having its registered office at
 400, North Center Dr, STE 202, Norfolk, VA 23502, United States of America(from now on called
 as "**UAF**");
 and

_____ (**herein after called "CAB"**), A Conformity Assessment Body,
 operating its certification activities from its registered office at

RECITAL

UAF has accredited the CAB "**CAB**"; therefore, UAF and CAB desire to enter into this Accreditation Agreement.

AGREEMENT

In consideration of the Recital and another useful and valuable review, the receipt and sufficiency of which is at this moment acknowledged, the parties agree as follows: -

1. The accreditation requirements for a CAB for management systems are stated in the documents such as Assessment Programs, Assessment plans, Accreditation Schedules, UAF documents, UAF Policy documents, IAF Mandatory documents, and other IAF applicable documents, related UAF Procedures. *(Clause 4.2a-ISO/IEC17011:2017)*
2. CAB conforms to continually fulfill the requirements as stated in serial number 1 and other applicable conditions for Accreditation set by UAF from time to time in the future. It is the responsibility of the CAB to understand all applicable relevant requirements and upgrade its knowledge and understanding of requirements. CAB conforms to implement with changes to requirements for Accreditation by the transition periods as duly announced by UAF. *(Clause 4.2a-ISO/IEC17011:2017)*
3. CAB conforms to maintain its knowledge of the Accreditation Criteria applicable and claim Accreditation to the accreditation scope under which Accreditation is granted, to the satisfaction of UAF. *(Clause 4.2a,f-ISO/IEC17011:2017)*
4. CAB conforms to cooperate as is necessary to enable UAF to verify the fulfillment of requirements for Accreditation. *(Clause 4.2b-ISO/IEC17011:2017)*
5. CAB conforms to provide access to UAF for CAB personnel, locations, equipment, information, documents, and records as necessary to verify the fulfillment of requirements for Accreditation. *(Clause 4.2c-ISO/IEC17011:2017)*
6. CAB conforms to arrange the witnessing of conformity assessment activities when requested by UAF. *(Clause 4.2d-ISO/IEC17011:2017)*

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7. CAB agrees to maintain the requested information in UAF's database as detailed in these agreements.
8. CAB agrees to submit the requested information detailed in UAF-F-61 annually as per UAF Policy 2016-06.
9. In its written and legally enforceable Agreement with each certified organization, CAB shall require its client to commit to fulfilling the requirements for certification of its management system continually, and to changes to requirements for certification under the transition periods as duly announced by UAF/IAF and to maintain arrangements with certificate holders, to the satisfaction of UAF, to ensure that they do not make inaccurate or misleading statements about the status of the certification.
10. CAB shall have legally enforceable arrangements with its clients to provide, on request, access to UAF teams to witness the audit team performing an audit at its client's site. CAB shall make legally enforceable Agreements with clients in the name of the legal entity.
11. CAB is granted the right for the term of this Agreement and subject to the obligations described in this Agreement (*Clause 4.2g-ISO/IEC17011:2017*):
 - 11.1 To apply the UAF accreditation symbol and the words "UAF-Accredited" on all documents which relate to the accredited certification as per UAF-GEN-CAB-02.
 - 11.2 To authorize each organization under its accredited certification system in its written Agreement with that organization only so long as the organization continues to operate in conformance with its certified management system to apply the UAF accreditation symbol with CAB 's own symbol only on those organization documents that relate to the certified management system, and not on a product or in any way which could imply product, process, or service certification.
 - 11.3 To reproduce the symbol electronically, provided that the requirements of UAF-GEN-CAB-02 are met, distortion and degradation do not occur, and the electronic version (softcopy) of the symbol is acquired from UAF.
 - 11.4 To display the symbol on advertising materials/ publicity only if the logo and the name of the accredited concerned is also shown, with no more prominence than the logo or the name of the accredited and no more than once for each UAF accreditation.
 - 11.5 To confirm that the conformity assessment body only uses the accreditation symbol and claims of accreditation status for the specific activities covered by the scope of Accreditation
12. CAB conforms to the requirements of the UAF for claiming accreditation status when referring to its Accreditation in communication media;

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13. CAB shall not make any misleading or unauthorized statement regarding its Accreditation and not to use its Accreditation in such a manner as to bring UAF into disrepute; *(Clause 4.2h-ISO/IEC17011:2017)*
14. CAB shall assist in the investigation and resolution of any accreditation-related complaints about the CAB referred to it by UAF. *(Clause 4.2k-ISO/IEC17011:2017)*
15. Upon withdrawal of its Accreditation, CAB conforms to discontinues its use of any reference to that Accreditation.
16. CAB shall not refer to its Accreditation in a way to imply that UAF approves a product, process, service, management system, or person.
17. CAB shall inform its affected clients of the suspension, reduction or withdrawal of its Accreditation and the associated consequences without undue delay.
18. UAF shall take following anyone or all actions as appropriate to deal with incorrect or unauthorized claims of accreditation status, or misleading or illegal use of accreditation symbols and the accreditation body logo. *(Clause 4.3.5-ISO/IEC17011:2017)*
 - 18.1 Issuing Non-Conformities and advice for Corrective actions.
 - 18.2 Suspension or
 - 18.3 Withdrawal of accreditations
 - 18.4 publication of the transgression and,
 - 18.5 legal action
19. CAB agrees to notify UAF without delay of any significant change which relates to its Accreditation by UAF, including the following changes to its:
 - 19.1 Legal, commercial, ownership, or organizational status.
 - 19.2 The organization, top management, and key personnel.
 - 19.3 Policies, Procedures, competence criteria, Rules, etc.
 - 19.4 Resources and premises.
 - 19.5 Scope of Accreditation.
 - 19.6 Other matters that may affect the ability of CAB to fulfill requirements for Accreditation. *(Clause 4.2i-ISO/IEC17011:2017)*
20. CAB shall also inform UAF of other such matters that may affect or potentially affect capability, or scope of accredited activities, or conformity with the requirements in this Agreement or the relevant criteria standard(s).
21. CAB agrees to cooperate and provide assistance, including access to all premises, information, documents, and records necessary to enable UAF to verify the fulfillment of requirements for Accreditation.

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22. CAB agrees to provide access to documents giving insight on the level of independence and impartiality concerning any relationship with other bodies.
23. CAB agrees to cooperate and provide assistance in arranging to witness audit teams conducting audits, as requested by UAF. *(Clause 4.2d-ISO/IEC17011:2017)*
24. If required, CAB shall grant UAF the right to verify the competence of persons to whom and organizations to which work-related to UAF-accredited certification has been outsourced.
25. CAB shall upon request make available to UAF all complaints and appeals about its accredited certification system and their resolution, which may include correction and corrective action relative to CAB 's certification programs.
26. For the term of this Agreement, CAB may use the UAF accreditation symbol for the management systems certification stated as per UAF-GEN-CAB-02: CONDITIONS FOR THE USE OF UAF ACCREDITATION SYMBOL.
27. CAB agrees, upon notification by UAF, to withdraw or rectify to the satisfaction of UAF misleading or incorrect behavior, information, or publication about its UAF accreditation.
28. For the term of this Agreement, CAB may reprint (make photocopies) of any certificate of Accreditation issued by UAF with any schedules to that and the final reports, but only the entire reports, issued by UAF.
29. CAB meets its obligations for scheduled surveillance set out in the surveillance program and any Directions in respect of unscheduled surveillance and other assessments required by UAF, and provide UAF representatives such access and cooperation as is deemed necessary by UAF to undertake scheduled surveillance and unscheduled surveillance and audits without harassment.
30. CAB shall operate and maintain a complaint-handling process for the timely, effective, and impartial resolution of complaints.
31. CAB shall not engage in any collusive, coercive, or criminal practices or offer any inducements concerning the provision of its services or conduct of its operations.
32. CAB shall not engage in any conduct which, in the opinion of UAF, compromises the ability of the conformity Assessment Body to provide independent services or services of a high standard.
33. CAB shall take prompt action to the satisfaction of UAF to correct any non-conformity identified by the office assessment, witnessing and other assessment activities undertaken by UAF, or established through any complaint made to UAF. *(Clause 7.6.8-ISO/IEC17011:2017)*

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34. CAB shall pay the invoices on or before due dates. The assessment fee invoices should be paid prior to completion of assessments. In case assessment fee invoices are issued after assessment, they must be paid immediately, but not later than seven (07) working days.
(Clause 4.2j-ISO/IEC17011:2017)

34.1 Any invoice unpaid after 30 days of the invoice due date grounds for suspension without the requirement for serving at least two weeks written notice to the accredited organization. The suspension can be revoked within 60 days by paying overdue invoice and completion of one day office assessment for determining reason of delay and verification of financial stability. The cost of manday and travels (if any) shall be paid in advance by the CAB.

34.2 Any invoice unpaid after 90 days of the invoice due date grounds for cancelling accreditation without the requirement for serving at least two weeks written notice to the accredited organization.

34.3 There may be unavoidable circumstances or justified reasons for delay in payments by CABs. CABs should request for extension before due date. The maximum extension can be of 90 days.

35. CAB has opted for following fees structure:

35.1 QMS - Option 1 / Option 2

35.2 EMS - Option 1 / Option 2

35.3 OHSMS - Option 1 / Option 2

35.4 ISMS - Option 1 / Option 2

35.5 MDQMS - Option 1 / Option 2

35.6 For subsequent accreditations or scope extensions, the fee options submitted by email suffice the requirements of this section.

(Options details):

Option 1: Annual Fees for Each Management System: USD 1200 (One Thousand Two Hundred only)

and Annual Certificate Fees as per details below:

- QMS – 8 USD per certificate
- EMS – 8 USD per certificate
- OHS – 8 USD per certificate
- ISMS - 16 USD per certificate
- MDQMS – 16 USD per certificate

The CABs opting for **option 1** agrees to pay USD _____ as an Annual Fee for each management system accreditation The Annual Fee for each management system shall be paid within one month from the date of Accreditation/Rec accreditation. CAB shall also pay applicable certificate fees, actual office surveillance, Witness Assessment assessor days during Surveillance and reaccreditation Assessments.

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Option 2: Annual Certificate Fees as per details below:

- QMS – 24 USD per certificate
- EMS – 24 USD per certificate
- OHS – 24 USD per certificate
- ISMS - 48 USD per certificate
- MDQMS – 48 USD per certificate

The CABs opting for **option 2** agrees to pay the applicable certificate fees, actual office surveillance, Witness Assessment assessor days during Surveillance and reaccreditation Assessments.

36. CAB shall upload all certificates details to the UAF register with no more than a 96-hour delay from issuing, suspending, and withdrawing the certification. CAB shall also submit the list of certificates issued during the month within five working days following the month on UAF prescribed format. In case, CAB fails/missed to upload/report/Suspend/withdraw any certificate, intentionally or unintentionally, CAB shall pay a minimum first penalty of USD Five thousand (\$5000) for each missed certificate.

36.1 CAB shall upload the following information to UAF by uploading on UAF portal within 96-hour of issuance, suspension, and withdrawal of certifications:

- 36.1.1 Scheme and Standard
- 36.1.2 Certificate number
- 36.1.3 Issue Date
- 36.1.4 Expiry date
- 36.1.5 Certified organization details
- 36.1.6 Certified organization Scope
- 36.1.7 Certified organization address and sites certified
- 36.1.8 A certified organization accredited Country as per UAF Schedule
- 36.1.9 IAF Scope/Technical Sector
- 36.1.10 Auditor details
- 36.1.11 Relevant other details as per the UAF portal.

36.2 CAB understands and agrees that the credibility of certifications is most important to UAF and know that the following activities shall be considered as misconduct and the Accreditation of CAB can be suspended and or withdrawn without serving any advance notice in case of noncompliance to any one of the following events:

- 36.2.1 CAB fails to update the issued/suspended/withdrawn/revoked certificate on UAF's portal within as per specified time in the accreditation agreement;
- 36.2.2 CAB fails to report/update revoked certificates in upcoming monthly sheets to avoid paying certificate fees to UAF.

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- 36.2.3 CAB fails to match the number of issued, active, suspended, withdrawn, Revoked certificate count in monthly datasheet submitted to UAF, and UAF's Web portal.
37. CAB shall be accountable for the conduct of all its staff and contractors (including agencies). UAF will not accept any excuses for malpractice or fraudulent behavior that involves blame-shifting to the internal team or to other associated businesses that CAB is obligated to have under control. Where there is evidence of fraudulent behaviour, or CAB intentionally provides false information or conceals information, UAF will initiate its process for withdrawal of accreditation *(Clause 7.11.2-ISO/IEC17011:2017)*
38. CAB is responsible for protecting its certification mark and UAF symbol adequately. Any failure by CAB to take adequate steps through issuing a 'cease and desist' demand and by undertaking legal action when UAF trademark is misused will result in a Major Non-Conformity, and a notice as to why Accreditation should not be suspended shall be issued.
39. UAF agrees to make publicly available information about the current status of Accreditation granted to CAB, including the following:
- 39.1 Name and address of CAB.
 - 39.2 Dates of granting Accreditation and expiration date.
 - 39.3 Scope of Accreditation, including geographical boundaries.
(Clause 8.2.2-ISO/IEC17011:2017)
40. UAF agrees to provide CAB with information about international arrangements UAF has concerning Accreditation. Currently, UAF is a member of the International Accreditation Forum (IAF). UAF membership of IAF is as per UAF Board policies, and the UAF board at its discretion may withdraw its membership of APAC/IAF or both in the future. UAF board at its discretion may proceed for MRA/MLA with other APAC/IAF members for Assessments, acceptance, and other international agreements such as MLA, Bilateral Agreements as per UAF Board discretion and decisions only. CAB has to abide by UAF's decisions.
41. UAF agrees to give due notice of any changes to its requirements for Accreditation and of the transition period by which shall conform to the new requirements. *(Clause 8.2.3 - ISO/IEC17011:2017)*
42. During the process and maintenance of Accreditation, UAF will have access to and obtain information that is confidential or proprietary to CAB or its clients. UAF shall take reasonable measures to ensure that any UAF participant, including staff, assessors, and members of its board of directors, councils, committees, any contractors or subcontractors, and assessors, keep confidential all information that has come to their knowledge through the accreditation process, except the accreditation information made publicly available by UAF and information made publicly available by CAB or its clients. *(Clause 8.1.1-ISO/IEC17011:2017)* UAF shall make use of an external expert/assessor/subcontractor/ committee members only if such an expert has signed a confidentiality agreement. *(Clause 8.1.4-ISO/IEC17011:2017)*

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43. CAB agrees that UAF may visit the client site for validation audits, or for any other purpose. *(Clause 7.2.5-ISO/IEC17011:2017)*
44. CAB agrees that UAF may provide access to confidential information to APAC or any other international bodies or peer evaluators or other oversight bodies that have signed appropriate agreements not to disclose confidential data or information as required by specific schemes. *(Clause 8.1.2-ISO/IEC17011:2017)*
45. This Accreditation Agreement shall continue in force unless terminated by either party. This Accreditation Agreement may be terminated upon three months prior written notice, in accordance. In case of any breach or nonconformance to any of UAF policies or any evidence of misconduct or unethical practices in the certification process, UAF may terminate the Agreement without issuing any advance notice. *(Clause 4.2b-ISO/IEC17011:2017)*
46. CAB conforms to comply with all UAF existing policies and policies which will be released in the future. In case of any conflicts between this Agreement and the current policies and issued in the future, the statement and content of the policies shall be final and binding on CAB.
47. In case any information obtained about the CAB from any source other than the CAB (e.g. complainant, regulators) shall be kept confidential between the CAB and UAF. The provider (source) of this information shall be confidential to UAF and shall not be shared with the CAB, unless agreed by the source. *(Clause 8.1.3-ISO/IEC17011:2017)*
48. Any failure on the part of UAF to enforce or require the strict adherence and performance of any terms and conditions of this Agreement shall not constitute a waiver of such terms and conditions and shall not affect the right of UAF at any time to avail itself of such remedies as it may have for any subsequent breach.
49. In case of termination, the existing obligations of CAB and UAF will remain in force, as will commitments to third parties. The responsibility of UAF to maintain confidentiality will remain in effect despite the termination of the Agreement.
50. Written notice or information of termination specifying the reason(s), therefore, and the date of termination shall be sent to the other party by registered mail/email with return receipt requested or by other means to confirm receipt.
51. Upon the withdrawal of Accreditation, CAB however determined, discontinue its use of any reference to Accreditation forthwith, withdraw all advertising matter which contains any reference to it, return the certificate of Accreditation, discontinue issue of accredited certificates, and take such action with existing clients holding accredited certificates as UAF may require. *(Clause 4.1.3c, 8.2.2-ISO/IEC17011:2017)*

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52. CAB may appeal in writing the termination of the Agreement by UAF within 30 days after receipt of the termination notice or information, according to the procedure described.
53. If UAF modifies this standard Accreditation Agreement, UAF may terminate the present Accreditation Agreement and, at the same time, offer a new Accreditation Agreement.
54. UAF and CAB agree to not take any legal action against the other without first giving twenty calendar days' written notice of such party's intention to institute legal action.
55. CAB releases and agrees to indemnify and hold harmless UAF and its directors, General Managers, Managers, employees, Assessors, and agents from any losses, damages, claims, liability, causes of actions or demands, and all costs and expenses incidental to it (including costs of defense, settlement, and reasonable attorney's fees)made at any time by any party arising out of, resulting from, or in any way relating to the accreditation services provided by UAF to CAB.
56. CAB shall have arrangements to cover liabilities arising from its operations and activities that specifically include these obligations in its scope of coverage, or shall show evidence of appropriate self-insurance and reserves.
57. This Agreement shall be subject to the jurisdiction of the American courts of Law at Virginia, USA or competent courts of law of the place where the agreement is signed or the competent courts of law of the place where UAF appoints it's legal counsel in the country of the Conformity Assessment Body (CAB) *(Clause 4.2 a-k,4.3.1a-e,4.3.2,and 4.3.5-ISO/IEC17011:2017)*

Thus, drawn up and signed

On Behalf of UAF:

Date:

Signature:

Name:

Title:

On Behalf of CAB:

Date:

Signature with Stamp and Seal: _____

Name: _____ Title: _____

_____(Depending on 's CABs procedures, the signatures of several persons may be required.)

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