Accreditation Agreement

This Agreement is made on date ________________ between:

UNITED ACCREDITATION FOUNDATION having its registered office at 400 North Center Dr, STE 202, Norfolk, VA 23502, United States of America (hereinafter called as “UAF”); and ____________________________, A Conformity Assessment Body, operating its certification activities from its registered office at ____________________________ (hereinafter called as “CAB”)

RECITAL

UAF has accepted the CAB as an applicant for accreditation; therefore, UAF and CAB desire to enter into this Accreditation Agreement.

AGREEMENT

In consideration of the Recital and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:-

1. The accreditation requirements for CAB for management systems are stated in the documents such as ISO/IEC 17021-1, ISO/IEC 17021-2, ISO/IEC 17021-3,----------------- UAF-GEN-CAB-01, UAF-GEN-CAB-02,----------------- IAF Mandatory Documents MD 1, 2, 5; ----------------- related UAF Procedures and Policies and rules, other applicable UAF Accreditation Procedures, Policies, Rules and applicable IAF Mandatory Documents.

2. CAB agrees to continually fulfill the requirements as stated in serial number 1 and other applicable requirements for accreditation by UAF. CAB agrees to conform with changes to requirements for accreditation in accordance with the transition time periods as duly announced by UAF.

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.
4. CAB agrees to maintain the requested information in UAF’s data base.

5. In its written and legally enforceable agreement with each certified organization, CAB shall require its client to commit to continually fulfill the requirements for certification of its management system, and to changes to requirements for certification in accordance with the transition periods as duly announced by UAF 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.

6. 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 agreement with clients in the name of the legal entity.

7. CAB is granted the right for the term of this agreement and subject to the obligations described in this agreement:

7.1 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.

7.2 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.

7.3 To reproduce the symbol electronically, provided that the requirements of UAF-GEN-CAB-02 are met, distortion and/or degradation does not occur and the electronic version (softcopy) of the symbol is acquired from UAF.

7.4 To display the symbol on advertising materials/ publicity only if the logo and the name of the CAB concerned is also shown, with no more prominence than the logo or the name of the CAB and no more than once for each UAF accreditation.

7.5 To confirm that the CAB only uses the accreditation symbol and claims of accreditation status for the specific activities covered by the scope of accreditation.
7.6 CAB fully conforms to the requirements of the UAF for claiming accreditation status, when making reference to its accreditation in communication media;

7.7 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 the accreditation body into disrepute;

7.8 CAB shall assist in the investigation and resolution of any accreditation-related complaints about the conformity assessment body referred to it.

7.9 CAB, upon withdrawal of its accreditation, discontinues its use of any reference to that accreditation.

7.10 CAB shall not refer to its accreditation in a way so as to imply that a product, process, service, management system or person is approved by the accreditation body;

7.11 CAB shall inform its affected clients of the suspension, reduction or withdrawal of its accreditation and the associated consequences without undue delay.

8. UAF shall take following any one or all actions as appropriate to deal with incorrect or unauthorized claims of accreditation status, or misleading or unauthorized use of accreditation symbols and the accreditation body logo.

8.1 Issuing Nonconformities and request for Corrective actions;
8.2 Suspension,
8.3 Withdrawal of accreditations;
8.4 Publication of the transgression; and,
8.5 Legal action.

9. CAB agrees to notify UAF without delay of any significant change in which relates to its accreditation by UAF, including the following changes to its:

9.1 Legal, commercial, ownership, or organizational status.
9.2 Organization, top management, and key personnel.
9.3 Policies, Procedures, competence criteria, Rules etc.
9.4 Resources and premises.
9.5 Scope of accreditation.
9.6 Other matters that may affect the ability of CAB to fulfill requirements for accreditation.

Conformity Assessment Body Accreditation Agreement
10. CAB shall also inform UAF of other such matters that may affect or potentially affect the capability, or scope of accredited activities, or conformity with the requirements in this Agreement or the relevant criteria / Standard(s).

11. CAB agrees to cooperate and provide assistance, including access to all premises, information, documents, and records necessary to enable UAF to verify fulfillment of requirements for accreditation.

12. CAB agrees to provide access to documents providing insight on the level of independence and impartiality of CAB with regard to any relationship with other bodies.

13. CAB agrees to cooperate and provide assistance in arranging witnessing of audit teams conducting audits, as requested by UAF.

14. 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.

15. 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.

16. 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.

17. CAB agrees, upon notification by UAF, to withdraw or rectify to the satisfaction of UAF misleading or incorrect behavior, notification, or publication with regard to its UAF accreditation.

18. For the term of this agreement, CAB may reprint (make photocopies) of any certificate of accreditation issued by UAF with any schedules thereto and the final reports, but only the entire reports, issued by UAF.
19. 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.

20. CAB shall operate and maintain a complaint handling process for the timely, effective and impartial resolution of complaints.

21. CAB shall not engage in any collusive, coercive or criminal practices or offer any inducements in relation to provision of its services or conduct of its operations.

22. CAB shall not engage in any conduct which, in the opinion of UAF, compromises the ability of the CAB to provide independent services or services of a high standard.

23. 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.

24. CAB shall pay UAF fees for accreditation in accordance with the current fee schedule. Payment of the fees specified shall be made within seven (07) calendar days following each invoice.

25. CAB shall upload all certificates details to the UAF register with no more than a 48-hour delay from issuing the certificate. CAB shall also submit the list of certificates issued during the month within ____ working days following the month on UAF prescribed format.

26. 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 conduct that involves blame-shifting to internal staff or to other associated businesses which CAB is obligated to have under control. CAB is responsible to adequately protect their certification mark and UAF symbol. Any failure by CAB to take adequate steps through issuing a ‘cease and desist’ demand and/or by undertaking legal action when CAB trademark is misused will result in a Major
Non-Conformity and a notice as to why accreditation should not be suspended shall be issued.

27. UAF agrees to make publicly available information about the current status of accreditation granted to CAB, including the following:
   27.1 Name and address of the CAB.
   27.2 Dates of granting accreditation and expiration date
   27.3 Scope of accreditation including geographical boundaries.

28. UAF agrees to provide information to the CAB, about international arrangements UAF has with regard to accreditation. Currently UAF is full member of International Accreditation Forum (IAF). The UAF membership of APAC & IAF is as per UAF Board policies and UAF may withdraw its membership of APAC /IAF or both in future or proceed for 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 decisions.

29. UAF agrees to give due notice of any changes to its requirements for accreditation and of the transition period by which CAB shall conform to the new requirements.

30. 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, agents, and members of its board of directors, councils, and committees, and any contactors or subcontractor Assessors, keep confidential all information that has come to their knowledge through the accreditation process, with the exception of the accreditation information made publicly available by UAF and information made publicly available by CAB or its clients. UAF shall make use of an external expert/Assessor/Subcontractor only if such an expert has signed a confidentiality agreement.

31. 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 to not disclose confidential information as required by specific schemes.

32. This Accreditation Agreement shall continue in force unless terminated by either party, this Accreditation Agreement may be terminated only upon three months prior written notice, in accordance.

33. Notwithstanding the provisions, if one of the parties has materially breached one or more of its obligations or the provisions under this agreement or the other agreements or documents referenced herein, the non-breaching party has the right to terminate this agreement immediately upon prior written notice.

34. 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.

35. In case of termination, the existing obligations of CAB and UAF will remain in force, as will commitments to third parties. The obligation of UAF to maintain confidentiality will remain in force despite termination of the agreement.

36. Written notice of termination specifying the reason(s) therefore and the date of termination shall be sent to the other party by registered mail/return receipt requested or by other means to confirm receipt.

37. Upon the withdrawal of accreditation, CAB, however determined, will discontinue forthwith its use of any reference to accreditation, withdraw all advertising matter which contains any reference thereto, return the certificate of accreditation, discontinue issue of accredited certificates, and take such action with existing clients holding accredited certificates as UAF may require.

38. CAB may appeal in writing the termination of the agreement by UAF within 30 days after receipt of the termination notice, according to the procedure described.
39. If UAF modifies this standard Accreditation Agreement, UAF may terminate the present Accreditation Agreement and at the same time offer a new Accreditation Agreement.

40. UAF and CAB agree to not take any legal action against the other without first giving ten calendar days’ written notice of such party’s intention to institute legal action.

41. CAB hereby 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 thereto (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.

42. CAB shall have arrangements to cover liabilities arising from its operations and/or activities that specifically include these obligations in its scope of coverage, or shall show evidence of appropriate self-insurance.

43. This Agreement shall be subject to the jurisdiction of the American courts of Law at Virginia.
Signatures
Thus drawn up and signed:

For UAF:

Signature: 

Name:

For:

Signature with Stamp and Seal: __________________________

Name: ___________________________ Title: ___________________________

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