



ACCREDITATION COMMISSION FOR CONFORMITY ASSESSMENT BODIES

Suite # 114, Level 1, Master Mind IV, Royal Palms, Aarey Colony,

Goregaon East, Mumbai – 400 065. India.

Tel/Fax: 91-22-28794410, 28794411, 28794412

E-Mail: info@accab.org Website: www.accab.org

INDEPENDENT ASSESSOR/EXPERT AGREEMENT

This independent assessor/expert agreement (“agreement”) is made effective as of date: _____ between Accreditation Commission For Conformity Assessment Bodies Private Limited (The Company) and (the assessor/expert _____)

RECITALS

A) The company provides Standards Assessment and Accreditation services to various customers in various regions of India and abroad.

B) The company desires to engage the independent assessor/expert to provide accreditation-assessment services to the company’s customers on a contract basis and the independent assessor/expert desires to enter into such agreement subject to the terms and conditions set forth below.

Agreement:

1 Engagement term the company hereby engages the assessor/expert during the Term of this Agreement (defined below) to provide (a) accreditation assessment services to the company’s customers on behalf of the company under the company’s contract or contracts such other related services as the company and the assessor/expert may mutually agree is required (collectively the services) the company in its sole discretion may amend contract or contracts. The term of this Agreement (the Term) shall begin on the date the date the assessor/expert first provides services under the contract or contracts and shall expire when the last of such contracts has been successfully completed subject to earlier termination for cause (as defined in section 8 (c) below)

2 Duties the assessor/expert shall perform the services diligently and to the customer and standards in the name of and on behalf of the company or the company’s customer as the case may be. The assessor/expert shall report to the Chief Executive Officer of the company and its board of directors and shall diligently follow their directions.

3 Compensation expenses as a commensuration for the services the company shall pay the assessor/expert USD/INR. _____ per day* for each man/day behalf of the company under the company’s contracts for Initial/Re-Assessment Audits and USD/INR. _____ per day* for each man/day behalf of the company under the company’s contracts for Surveillance Audits in addition the company shall reimburse the assessor/expert for all reasonable approved out of pocket expenses incurred by the assessor/expert in performing such services for the company.

4 Invoicing and payment for time to time during the term of this agreement but no more often than bi- weekly the assessor/expert shall deliver invoices to the company requesting payment for and outlining in detail services rendered to or on behalf of the company since the date of the last invoice. The company shall pay such invoices within 30 days of the date of receipt. Upon termination of this agreement the assessor/expert shall submit a final invoice covering the period through the date of termination.



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6 Covenants of assessor/expert: during the term and for a 2 years period following termination of this agreements for cause or as a result of this resignation of the assessor/expert the assessor/expert shall not compete with the company for accreditation contracts whether in an individual capacity or as an agent, employee, partner or stockholder in any entity that competes with the company, nor shall the assessor/expert (a) solicit or induce any employee of the company or independent assessor/expert engaged by the company to terminate such employment or engage or (b) call on or solicit any entity who was or has been a customer of the company, is customer of the company or is a prospective customer of the company with whom the assessor/expert had contact while engaged by the company. Notwithstanding the foregoing the assessor/expert may seek employment with any customer of the company with whom the assessor/expert have had contact with while engaged by the company upon such employment an amount equal to the greater of 20% of the base annual salary agreed to with the hiring customer, if the scope of any such covenant is too broad to permit enforcement of such restriction to its full extent then such restriction shall be enforced to the maximum permitted by law and the parties hereby consent that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

7 Representation of assessor/expert: the assessor/expert hereby represents that (a) he has not for two (2) years prior to the scheduled accreditation assessments engaged in consultancy activities toward the customers for which he is contracted to provide accreditation assessment services under this agreement or any customer related to such customer (b) he will not advise or give consultancy to such customers as part of an assessment(c) he is not an employee, agent, officer, director or shareholder of any of the customers for which he is contracted to provided accreditation assessment services under this agreement or any customer related to such customers (d) he is not aware of any reason he would not be impartial with respect to the accreditation assessment activities performed for such customers and (E) he is not a member of an organization that has provided consultancy to the customer in the past two (2) years. For the purposes of the representation in (a) and (b) above the term consultancy means providing advice on matters to which accreditation assessment activities relate. The assessor/expert hereby undertakes to advise the company immediately if any facts or circumstances make the representations above untrue. Any violation such undertaking is a breach of this agreement.

8 The preceding representations apply to ISO 17020, ISO 17021, ISO 17024, ISO GUIDE 65, ISO 17025, ISO 15189 & ACCAB Responsible Education Provider Standards.

9 Termination: this agreement shall terminate prior to the expiration of the term upon the occurrence of the following events (a) 30 days written notice by the assessor/expert informing the company that he wishes to resign (b) the death or disability of the assessor/expert and (c) the following acts which shall constitute course (i) the failure of the assessor/expert to perform or observe (other than by reason of illness injury or incapacity) any of the terms or provisions of this agreement (ii) dishonesty or misconduct on the part of the assessor/expert that is or is reasonably likely to be damaging or detrimental to the business of the company. (iii) Paying any bribe kickback or other compensation to any customer of the company. Prior to termination this agreement on account of the assessor/expert's failure to perform or observe any of the terms and conditions of this agreement (but not any of the other enumerated cause) the company shall give the assessor/expert 30 days written notice and an a opportunity to cure such failure to the satisfaction of the company. Upon any such



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termination neither party shall bound by the covenants in section 5 if this agreement if terminated for the reasons set forth in (a) or (c) of this sections 7.

10 Confidentiality: the assessor/expert as a condition precedent to the company obligations hereunder shall execute the company’s confidentiality agreement form.

11 The taxes would be deducted at source as applicable.

12 Relationship of parties: this agreement forms an independent assessor/expert relationship between the parties and the assessor/expert shall not be construed to be the agent or employee of the company for any purpose whatsoever.

13 No assignment by assessor/expert: the obligation of the assessor/expert to provide the services are personal in nature and the assessor/expert shall not assign or delegate his duties hereunder to any other person.

14 Entire agreement in this agreements supersedes any and all other agreements either oral or in writing, between the parties and contains all of the agreement of the parts with respect to the subject matter hereof.

15 Notices any notices required to be given hereunder shall be sent via regulate mail at the address set forth below the parties’ signatures hereto and shall be effective two days after deposit in the mails.

16 Governing Law: this agreement shall be governed by and construed accordance with the Indian laws at Mumbai, India only.

17 * The fees may vary as per the system/standard to be audited and would be decided mutually before the commencement of the assessmentactivities.

This agreement is executed as of the date first set forth above.

Accreditation Commission For Conformity Assessment Bodies Private Limited	
Authorized Signatory	Signature of Independent Assessor/Expert

Place: _____

Date: _____