



ACCREDITATION COMMISSION FOR CONFORMITY ASSESSMENT BODIES
ACCREDITATION SCHEME MANUAL

Document Title: Sample Accreditation Agreement

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Revision Number	Revision Date	Paragraph Number	Description of Revision	Revision Author

ACCREDITATION AGREEMENT

This Accreditation Agreement is made and entered into at Mumbai, on this ____ day ____ month and in the year 20 __, by and between Accreditation Commission for Conformity Assessment Bodies Private Limited, (acronym ACCAB) a private limited company duly registered under the Companies Act, 1956, in the State of Maharashtra, Republic of India and having its principal office at: Suite # 113-114, Level 1, Master Mind IV, Royal Palms, Aarey Colony, Goregaon East, Mumbai - 400 065. India, is engaged in the business of an “Accreditation Body” and herein-after referred to by its acronym ACCAB (unless repugnant to the context or meaning thereof shall always mean and include its legal representatives, successors, executors, administrators and assigns etc.) of the **ONE PART**.

AND

____, having its office at: _____ herein after referred to as the “Conformity Assessment Body” (acronym CAB) the expression shall mean and include its successors, administrators, assigns) of the **OTHER PART**.

1. Obligations of ACCAB:

1.1	The ACCAB shall conduct the accreditation assessment of the CAB to determine their competence in accordance with the trade and industry accepted criteria, national & international standards, guides and other normative documents including ACCAB’s Accreditation Scheme Manual (ACCAB-ASM).
1.2	The ACCAB accreditation process shall start with the filing of the duly completed application for accreditation by CAB with ACCAB and shall be followed by an adequacy assessment, office assessment and witness assessment. The process is concluded with the decision on accreditation. The post accreditation process shall include surveillance, re-accreditation and special assessment as may be applicable. The ACCAB reserves the right to carry out additional or unscheduled surveillance visits, as per reasonable requirement.
1.3	The ACCAB shall apply the criteria for accreditation consistently and shall provide from its own staff or through subcontractors’ suitable qualified accreditation assessment services.
1.4	The ACCAB shall issue assessment report(s) at the end of each assessment to the CAB as appropriate to the objective of the assessment.
1.5	The ACCAB shall issue a Certificate of Accreditation to the CAB if according to ACCAB the requirements for accreditation have been fulfilled. The scope of accreditation shall be as set out in the schedule of accreditation.
1.6	The ACCAB Certificate of Accreditation shall be valid for a period of 3 years subject to condition that the CAB continues to comply with the requirements of the ACCAB accreditation and the terms of this agreement.
1.7	The ACCAB reserves right to suspend, withdraw or reduce the accreditation scope, impose moratorium on issue of accredited certificate or extension to scope or impose such other sanctions when in ACCAB’s view the CAB fails to comply with the terms of this agreement or to abide by the rules for accreditation.
1.8	The ACCAB accreditation is an indication of the integrity and competence of the CAB, it cannot be taken as guarantee/warranty/undertaking by ACCAB that the CAB shall maintain a particular level of performance and does not imply that certificated Organization’s products or services are approved by ACCAB or ACCAB accredited Cabs, International Organization for Standardization (ISO), any government or quasi government authority and as such does not exempt them from their legal obligations.
1.9	The ACCAB shall determine the timescales for the ACCAB accredited CAB certificate holders to be assessed against and conform fully to the revised standard or certification requirement. The ACCAB shall not be held legally responsible for any costs or loss of certification arising out of the changes to the international standards, the normative documents, ACCAB standards or the certification requirements.
1.10	The ACCAB shall endeavor to support the CAB by appropriate means such as: <ul style="list-style-type: none"> a. Make available and update regularly on its website the information about the current status of the accreditation that it has granted to the CAB; b. Support and encourage recognition of ACCAB accreditation status; c. Conduct accreditation and certification awareness campaigns;

	<p>d. Provide listing of certified clients by ACCAB accredited CAB on ACCAB website on receipt of the requisite fees and evidence of their continuing compliance with the applicable international standards;</p> <p>e. standards;</p> <p>f. Provide an ongoing accreditation services as deemed necessary from time to time;</p>
2.	Obligations of CAB:
2.1	The CAB shall fulfill continually the requirements of accreditation set by ACCAB for the areas where accreditation is granted. This includes agreement to adopt and adapt to changes in the requirements of accreditation as set out by ACCAB from time to time;
2.2	The CAB shall comply with all applicable legal requirements in the countries in which they operate;
2.3	The CAB shall promote international recognition for the ACCAB accreditation system.
2.4	The CAB shall issue ACCAB accredited certificate addressing only one standard and one client having a single legal entity and shall not issue certificates having multiple standards or multiple companies or activities.
2.5	The CAB shall have a policy that shall provide recognition to the certificates issued by other Accreditation Bodies operating from different domains and economies provided the other Accreditation Body operates in accordance with the requirements of ISO 17011:2004. In the event that an ACCAB accredited CAB believes that recognition of another accredited CAB's certification is not warranted, a written explanation shall be submitted to the ACCAB that details the case-specific circumstances.
2.6	The CAB shall obtain and maintain in full force and effect throughout the term of this Agreement, at its own expense, comprehensive general liability insurance from a recognized and creditworthy insurer providing such coverage and upon such terms and that the CAB may incur, including, without limitation, the obligation to indemnify ACCAB under this Agreement (it being understood that the failure to obtain or keep in effect such insurance shall be deemed a breach of this Agreement). Any policy providing such insurance shall provide that the insurer or the CAB shall give written notice to ACCAB of any alteration or cancellation of such policy, at least thirty days before such alteration or cancellation takes effect.
2.7	The CAB shall not infringe on the intellectual property of ACCAB, ISO, and or any other Standardization Organization.
2.8	The CAB shall support the mission and objectives of the ACCAB, and shall ensure that they always act in accordance with the laid down policies. If the ACCAB considers that a CAB undertakes work that is in direct conflict with the ACCAB's mission and objectives, it could lead to accreditation being withheld, suspended and or withdrawn;
2.9	The CAB's shall inform ACCAB without any delay whether or not there exists current legal processes or allegations concerning the compliance of the CAB with such legal and statutory requirements and should the CAB become aware at any time following accreditation being granted that, the legal proceedings have been initiated or other allegations concerning the legal compliance of the CAB arise, they shall notify the ACCAB as soon as it is practicable and within a maximum of seven days, and shall advise the ACCAB of the outcome of any such proceedings and the statement shall be signed by a senior responsible officer of the management from the CAB;
2.10	The CAB shall cooperate with the ACCAB Assessors and ACCAB Peer Body Assessors/International Cooperation Arrangement Assessors when request by ACCAB and shall provide all the necessary assistance, including access to the CAB's records, in any accreditation, surveillance, special or re-accreditation audits.

2.11	The CAB shall, upon request, make available to ACCAB all complaints about the CAB's accredited conformity assessment activities and their resolution, which shall include corrective actions related to the CAB's conformity assessment activities. The CAB shall bi-annually advise ACCAB, in writing, of complaints received about the CAB's conformity assessment activities.
2.12	The CAB shall apply to the ACCAB accreditation mark as well as the words "ACCAB Accredited (Applicable Type of Conformity Assessment) Body" on all documents which relate to the accredited International Management System Standards, and; to authorize each organization under the CAB's accredited certification system, in the CAB's written agreement with that organization, only so long as the organization continues to operate in conformance with the relevant International Management System Standards.
2.13	The CAB shall apply the ACCAB accreditation mark, along with the CAB's own mark, only on those organization's documents that relate to the registered International Management System Standards, and not on any product or in any way which could imply product, process or service certification.
2.14	The CAB may, for the duration of this Agreement, use the ACCAB accreditation mark as stated in ACCAB's Accreditation Scheme Manual.
2.15	The CAB shall, immediately upon notification by ACCAB, withdraw or rectify to the satisfaction of ACCAB, notifications or publications with regard to the accreditation. If required by ACCAB, the CAB shall issue corrective notifications or publications.
2.16	The CAB may, for the duration of this Agreement, reproduce any Certificate (only in full and not in part) of Accreditation issued by ACCAB.
2.17	The CAB shall notify within fifteen days to the ACCAB all the decisions which may result in changes in any aspect of the CAB relating to its ACCAB accreditation, such as those defined in ACCAB's Accreditation Scheme Manual including subcontracting. ACCAB reserves the right to verify the qualifications of persons or organizations to which work has been subcontracted within the framework of an accredited system.
3. Confidentiality:	
3.1	The ACCAB including the ACCAB Board of Directors, Accreditation Approval Committee, Impartiality Committee, Technical Advisory Committee and any subcommittees, ACCAB staff and agents, or any sub-contractors agree to keep confidential and not to disclose to any third party any information which has come to their knowledge through the accreditation process, without the consent of CAB, except: <ul style="list-style-type: none"> a. nonproprietary information obtained during the accreditation process; b. any information which was in possession of ACCAB prior to disclosure by the CAB; c. any information which is or shall lawfully become part of the public domain or obtained by ACCAB from a source independent to the CAB; d. as the result of the use of such information in other agency activities such as summary reporting, information gathering, third party reporting, tax or information returns and audits by other accreditation agencies; e. to ACCAB accountants, lawyers and professional advisors; f. in connection with legal or administrative proceedings of any kind with respect to this Agreement; and g. in response to discovery or other court orders/directions or as otherwise required by law.
4. Indemnity:	

4.1	The CAB hereby releases and agrees to indemnify, defend and hold harmless ACCAB and its directors, officers, employees and agents from any losses, damages, claims, liability, causes of actions or demands and all costs and expenses incidental thereto (including costs of defence, settlement and attorney's fees) made at any time by any party arising out of, resulting from, or in any way relating to, the claims, liabilities, causes of action or demands arising exclusively from the willful misconduct of ACCAB, its directors, officers, employees or agents.
5. Accreditation Fees:	
5.1	The CAB shall pay ACCAB accreditation fees in accordance with the current ACCAB Schedule of Fees referenced in Annex-I.
5.2	As per ACCAB Accreditation Scheme Requirements, all fees shall become due and payable upon acceptance of the ACCAB Schedule of Fees. Failure to abide by, shall be considered a material breach of this agreement and result in suspension or termination.
6. The Agreement:	
6.1	This Agreement shall remain in force for a period of three-years from _____ to _____ and, except for premature termination or in cases arising from above provisions, after each re-accreditation audit for which the result in granting reaccreditation to the CAB, shall be renewed for a period of three years from the last day of the original term or any renewal term (the "termination date").
7. Relationship:	
7.1	This Agreement does not provide for a joint venture, partnership, agency or employment relationship between the CAB and ACCAB. Neither party is the agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right of authority to assume or to create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner whatsoever.
8. No Assignment; Third Party Beneficiaries:	
8.1	Neither party may assign its rights hereunder, in whole or in part, to any other person or entity, without the written consent of the other party. This Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and permitted assigns. The provisions of this Agreement are not intended to be for the benefit of any third party, and no third party shall be deemed to have any privity of contract with either of the parties hereto by virtue of this Agreement.
9. Governing Law; Arbitration:	
9.1	This Agreement shall be governed by, and shall be construed, interpreted, and enforced in accordance with the laws of India, without giving effect to any choice of law, conflict of law, or other provision that would cause the application of the laws of any other jurisdiction. The parties shall attempt in good faith to resolve promptly by negotiation any and all controversies and disputes arising out of or relating to this Agreement. If such negotiation is unsuccessful, all such controversies and disputes shall be determined by binding arbitration to be conducted in the City of Mumbai only (regardless of the monetary value involved in the controversy), by a single arbitrator to be appointed by the parties under the procedure and provisions of the Arbitration and Conciliation Act, 1996. The parties shall abide by and perform any award rendered by the arbitrator, and agree that a judgment of a court having jurisdiction over the parties may be entered on the award. In the event of any party not satisfied by the arbitral award, may approach a court of competent jurisdiction in the City of Mumbai.

10.	Entire Agreement; Amendment and Modification:
10.1	This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and thereof and supersedes all prior Agreements, understandings and communications of the parties, written, oral or implied, with respect to the subject matter hereof. This Agreement may be modified, amended, or supplemented only by a further written Agreement, approved by board resolution and signed by an authorized representative of each of the parties hereto. The waiver or failure by any party to insist upon strict compliance by the other party of its obligations hereunder shall not operate as a waiver or an estoppel with respect to any subsequent or other failure. Any waiver by either party of any breach of any term or condition hereof shall be effective only if it is in writing.
11.	Counterparts:
11.1	This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be original, but all such counterparts shall together constitute one and the same instrument.
12.	Termination:
12.1	Except as provided in paragraph 12.2 below, this Agreement may be terminated only on the termination date as specified herein-above or upon three months prior written notice in accordance with paragraph 12.4 below.
12.2	Notwithstanding the foregoing provisions, if one of the parties has materially breached any provision under this Agreement, or the documents referenced herein, the aggrieved party has the right to terminate this Agreement immediately. Failure to pay fees shall be deemed a material breach of this Agreement and unpaid fees shall be an obligation that shall survive the termination of this Agreement.
12.3	In case of termination, the existing obligations of the CAB to ACCAB shall remain in force, as shall the reasonable commitments to third parties, subject to the provisions of this Agreement.
12.4	Written notice of termination, specifying the reasons thereof and the date of termination shall be sent to the other party by certified, registered or express mail, at the address for notice contained in this Agreement.
12.5	The CAB may request reconsideration in writing to ACCAB in connection with termination of the Agreement by ACCAB within thirty days after receipt of the termination notice from ACCAB, according to the ACCAB procedures
12.6	If ACCAB modifies the Accreditation Agreement, ACCAB may terminate this Accreditation Agreement while at the same time substituting a new accreditation agreement identical to the text of the new standard agreement. The termination date of the new accreditation agreement shall be the same as that of the old accreditation agreement.
12.7	ACCAB has the right to seek and enforce any and all available remedies, including, but not limited to, legal, equitable and injunctive relief.
13.	Notices:
13.1	Any and all the notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or sent by facsimile transmission or set forth below, or such other address as shall have been communicated

	by such party to the other in writing. Any such notice to a party shall be deemed given upon actual receipt thereof by such party or upon confirmation of facsimile transmission, or three business days after mailing if by certified, registered or express mail.	
13.2	ACCAB, at: with a copy to: Suite # 113-114, Level 1, Master Mind IV, Royal Palms, Aarey Colony, Goregaon East, Mumbai - 400 065. India	
	CAB, at:	with a copy to:
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the day, month and year first herein-above written.		
	For ACCAB By:	For the CAB By:
	(Signature) Chief Executive Officer, ACCAB	(Signature) Title