

	<h1 style="margin: 0;">ACCREDITATION AGREEMENT</h1>	Doc. No.: UAF-F-043
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Accreditation Agreement

This Agreement is amended/Signed on the date, 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 "**UAF**"); and
, A Conformity Assessment Body, operates its certification activities from its registered office (from now on called "**CAB**")

RECITAL

UAF has accredited 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, and pertinent to UAF Procedures. *(Clause 4.2a-ISO/IEC17011:2017)*
2. CAB conforms to consistently fulfill the requirements stated in serial number 1 and other applicable conditions for Accreditation set by UAF periodically. The CAB is accountable for understanding all applicable relevant requirements and enhancing its knowledge and comprehension of said requirements. The CAB conforms to incorporate changes to Accreditation requirements within the transition periods as established by UAF. *(Clause 4.2a-ISO/IEC17011:2017)*
3. CAB conforms to maintain ongoing compliance with the applicable IAF/ILAC and Joint resolutions and understands that the UAF accreditation shall be withdrawn/suspended without prior notice in the event of noncompliance with the presently applicable IAF/ILAC resolutions.
4. The CAB is also responsible for understanding all applicable IAF/ILAC and Joint resolutions and upgrading its knowledge and understanding of requirements. The current applicable IAF/ILAC and Joint resolutions are listed below:
 - 4.1 JGA Resolution 2007-7: ABs to suspend CABs issuing certifications to accreditation standards.
 - 4.2 IAF Resolution 2010-10: CABs not to offer accredited certification to ISO 26000
 - 4.3 IAF Resolution 2015-14: Non-Accredited Certification Where the MS CB is Accredited for the Same Scope
 - 4.4 IAF Resolution 2017-20: CABs not to offer accredited certification to ISO 31000

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5. CAB conforms to maintain its knowledge of the applicable Accreditation Criteria and claims Accreditation to the scope under which Accreditation is granted, to the satisfaction of UAF. *(Clause 4.2a,f-ISO/IEC17011:2017)*
6. CAB conforms to cooperate as is necessary to enable UAF to verify that the CAB fulfils the requirements for Accreditation. *(Clause 4.2b-ISO/IEC17011:2017)*
7. CABs hereby acknowledge and affirms their understanding that they are not authorized to issue UAF Accredited certificates with UAF and IAF Symbols/Marks/Logos in the countries that are subject to sanctions as detailed in the U.S. Sanctions Program webpage of the Department of Treasury (Office of Foreign Assets Control [OFAC]) available at <https://ofac.treasury.gov/about-ofac> and United Nations Security Council at <https://scsanctions.un.org/pp2pnen-all.html>. Non-compliance with these provisions will lead to the immediate suspension/withdrawal of accreditations without notice.
8. CABs hereby acknowledge and affirm their understanding that they are not authorized to issue certificates either to the entities, nor to the persons related to or affiliated with entities and persons covered by the sanctions. Non-compliance with these provisions will lead to the immediate suspension/withdrawal of accreditations without notice.
9. CABs hereby acknowledge and affirm that the restrictions detailed in section 7 and 8 apply to any certifications listed under the United States and United Nations Sanctions Program in countries or regions where the 'Active Sanctions Programs' operate. It is the responsibility of the CABs to review the sanctions, understand them, and act accordingly. Non-compliance with these provisions will lead to the immediate suspension/withdrawal of accreditations without notice.
10. CABs hereby acknowledge and affirm that the CAB's Owners, CAB's Related Bodies and CABs all certification personnel including agencies and their associates or employees do not have any relationship with any person or entity included in the specially designated Nationals And Blocked Persons List (SDN) Human Readable Lists and United Council Security Council List. Non-compliance with these provisions will lead to the immediate suspension/withdrawal of accreditations without notice.
11. CAB conforms to provide access to UAF for CAB personnel, locations, equipment, information, documents, and records as and when necessary to verify the fulfillment of requirements for Accreditation. *(Clause 4.2c-ISO/IEC17011:2017)*
12. CAB conforms to arrange the witnessing of conformity assessment activities when requested by UAF. *(Clause 4.2d-ISO/IEC17011:2017)*
13. CAB agrees to maintain the requested information in UAF's database in accordance with these agreements.

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14. The CAB shall update and maintain the requested information in IAF's certsearch database as detailed in the IAF MD document.
15. CAB agrees to submit the requested information detailed in UAF-F-61 annually as per UAF Policy 2016-06.
16. In its written and legally enforceable Agreement with each certified organization, CAB shall require its client(s) to commit to the fulfilment of requirements for certification of its management system consistently. They shall also adhere to the changes made to the said requirements for certification under the transition periods as established by UAF/IAF. The arrangements with certificate holders should be maintained to the satisfaction of UAF, ensuring that they do not make any inaccurate or misleading statements about the status of the certification.
17. The CAB shall have legally enforceable arrangements with its clients to provide, on request, access to the UAF assessment team(s) to witness the CAB audit team performing an audit at its client's site. The CAB shall make legally enforceable Agreements with clients in the name of the legal entity.
18. 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*):
 - 18.1 To apply the UAF accreditation symbol and the words "UAF-Accredited" on all documents related to the accredited certification as per UAF-GEN-CAB-02.
 - 18.2 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.
 - 18.3 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.
 - 18.4 To display the symbol on advertising materials/ publicity only if the logo and the name of the accredited concerned are also shown, with no more prominence than the logo or the name of the accredited and no more than once for each UAF accreditation.
 - 18.5 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

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19. CAB conforms to the requirements of the UAF for claiming accreditation status when referring to its Accreditation in communication media;
20. CAB shall not make any misleading or unauthorized statement regarding its Accreditation and not use its Accreditation in such a manner as to bring UAF into disrepute *(Clause 4.2h-ISO/IEC17011:2017)*
21. The CAB shall assist in investigating and resolving any accreditation-related complaints about the CAB referred to by UAF. *(Clause 4.2k-ISO/IEC17011:2017)*
22. Upon withdrawal of its Accreditation, the CAB shall discontinue its use of any reference to that Accreditation.
23. CAB shall not refer to its Accreditation to imply that UAF approves a product, process, service, management system, or person.
24. CAB shall inform its affected clients of the suspension, reduction or withdrawal of its Accreditation and the associated consequences without delay. (The CAB shall inform its affected clients promptly about any suspension, reduction, or withdrawal of its Accreditation, outlining the associated consequences.)
25. UAF shall follow all appropriate actions to deal with incorrect or unauthorized claims of accreditation status or misleading/illegal use of accreditation symbols and the accreditation body logo. *(Clause 4.3.5-ISO/IEC17011:2017)*
 - 25.1 Issuing Nonconformities and advice for Corrective actions.
 - 25.2 Suspension or
 - 25.3 Withdrawal of accreditations
 - 25.4 publication of the transgression and,
 - 25.5 legal action
26. CAB agrees to notify UAF, without delay, of any significant change that relates to its Accreditation by UAF, including the following changes:
 - 26.1 Legal, commercial, ownership, or organizational status.
 - 26.2 The organization, top management, and key personnel.
 - 26.3 Policies, Procedures, competence criteria, Rules, etc.
 - 26.4 Resources and premises.
 - 26.5 Scope of Accreditation.
 - 26.6 Other matters that may affect the ability of CAB to fulfill requirements for Accreditation. *(Clause 4.2i-ISO/IEC17011:2017)*
27. CAB shall also inform UAF of other such matters that may affect or potentially affect capability, the scope of accredited activities, or conformity with the requirements in this Agreement or the relevant criteria standard(s).

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28. 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.
29. CAB agrees to provide access to documents giving insight into the level of independence and impartiality concerning any relationship with other bodies.
30. CAB agrees to cooperate and provide assistance in arranging to witness the audit teams that are conducting audits, as requested by UAF. *(Clause 4.2d-ISO/IEC17011:2017)*
31. If required, CAB shall grant UAF the right to verify the competence of people and organizations to whom the work related to UAF-accredited certification has been outsourced.
32. Upon request, CAB shall make all complaints, appeals, and their resolution about its accredited certification system available to UAF, which may include correction and corrective action relative to CAB's certification programs.
33. 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.
34. Upon notification by UAF, CAB agrees to withdraw or rectify any misleading/incorrect behavior, information, or publication about its UAF accreditation, to UAF's satisfaction.
35. For the term of this Agreement, CAB may reprint (make photocopies) any certificate of Accreditation issued by UAF with any schedules to that and the final reports, but only the entire reports that are issued by UAF.
36. CAB meets its obligations for scheduled surveillance in the surveillance program and any directions regarding unscheduled surveillance and other assessments required by UAF. It also provides UAF representatives access and cooperation as is deemed necessary by UAF to undertake scheduled surveillance, unscheduled surveillance and audits without harassment.
37. The CAB shall operate and maintain a complaint-handling process for timely, effective, and impartial resolution of complaints.
38. CAB shall not engage in any collusive, coercive, or criminal practices, offer any inducements concerning the provision of its services or the conduct of its operations.
39. 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.

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40. CAB shall take prompt action, to the satisfaction of UAF, to correct any nonconformity identified by during 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)*

41. The CAB shall pay the invoices on or before the due dates. The assessment fee invoices should be paid before the completion of the assessments. If 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)*

41.1 Any unpaid invoice after 30 days of the invoice due date is grounds for suspension without the requirement to serve at least two weeks' written notice to the accredited organization. The suspension can be revoked within 60 days by paying the overdue invoice and completing a one-day office assessment to determine the delay and verification of financial stability. The cost of manday and travel (if any) shall be paid in advance by the CAB.

41.2 Any invoice unpaid after 90 days of the invoice due date is grounds for canceling Accreditation without the requirement for serving at least two weeks' written notice to the accredited organization.

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

41.4 Annual Fee for Management Systems: 3600\$ and Annual Certificate Fees as per details below:

41.4.1 Each MS – \$8 per certificate

41.5 The Annual fee shall be payable within one month from the date of Accreditation every year, and the Annual certificate fee shall be paid at the end of each month for the certificates issued during that month. The CAB shall also pay applicable Office and Witness Assessment Mandays during Surveillance Assessments.

42. CAB shall upload all certificate details to the UAF register within seven working days without delay from issuing, suspending, and withdrawing the certification. If CAB fails/misses 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.

42.1 CAB shall upload the following information to the UAF register:

42.1.1 Scheme and Standard

42.1.2 Certificate number

42.1.3 Issue Date

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- 42.1.4 Expiry date
- 42.1.5 Certified organization details
- 42.1.6 Certified organization Scope
- 42.1.7 Certified organization address and sites certified
- 42.1.8 A certified organization accredited Country as per UAF Schedule
- 42.1.9 IAF Scope/Technical Sector
- 42.1.10 Auditor details
- 42.1.11 Relevant other details as per the UAF portal.

42.2 CAB understands and agrees that the credibility of certifications is most important to UAF, it also acknowledges that the following activities shall be considered misconduct, and the Accreditation of CAB can be suspended and or withdrawn without serving any advance notice in case of noncompliance to anyone of the following events:

- 42.2.1 CAB fails to update the issued/suspended/withdrawn/revoked certificate on UAF's portal within a specified time in the accreditation agreement;
- 42.2.2 CAB fails to report/update revoked certificates in upcoming monthly sheets to avoid paying certificate fees to UAF.
- 42.2.3 CAB fails to match the number of issued, active, suspended, withdrawn, and Revoked certificates in the monthly datasheet submitted to UAF and UAF's Web portal.

43. The CAB shall be accountable for all its staff and contractors (including agencies). UAF will not accept any excuses for malpractice or fraudulent behavior involving blame-shifting to the internal team or other associated businesses that CAB is obligated to control. Where there is evidence of fraudulent behavior, 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*)

44. 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 the UAF trademark is misused will result in a Major Nonconformity, additionally a notice as to why Accreditation should not be suspended shall be issued.

45. CAB is responsible for taking all the possible actions, including legal, against the entities and persons making false and misleading promotional emails/advertisements mentioning the delivery of UAF Accredited Certificates for a flat rate without any reference to the CAB. If no action has been taken by the CAB against such claims, which diminish UAF's image and reputation, it shall result in the issuance of a Major nonconformity.

46. UAF agrees to make publicly available information about the current status of Accreditation granted to CAB, including the following:

- 46.1 Name and address of CAB.

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- 46.2 Dates of granting Accreditation and expiration date.
- 46.3 Scope of Accreditation, including geographical boundaries.
(Clause 8.2.2-ISO/IEC17011:2017)

47. UAF agrees to provide CAB with information about UAF's international arrangements concerning the Accreditation. UAF is a signatory of the International Accreditation Forum (IAF). UAF membership or signatory status of IAF and other regional IAF Groups, i.e., APAC, is per UAF Board policies. Thus, the UAF board may withdraw its membership from APAC/IAF or both in the future. All Multilateral Agreements and Bilateral Agreements are subject to UAF board decisions only. The CAB has to abide by UAF's decisions.

48. The International Accreditation Forum Inc. ("IAF") owns the trademark known as the IAF Multilateral Recognition Arrangement Mark or IAF MLA Mark. IAF grants the MLA Mark license to UAF to authorize UAF to sublicense its use to UAF Accredited Bodies. The permitted use is non-exclusive, and UAF has authorized, in writing, CAB to use the IAF MLA Mark only in conjunction with the UAF accreditation symbol by entering into a written agreement that is signed separately as per the following terms and conditions.

48.1 The CAB shall use the IAF MLA Mark strictly according to the instructions, conditions, standards of quality and IAF MLA Mark specifications detailed in the written Agreement.

48.2 The CAB shall submit the specimens of the IAF MLA Mark for approval before use.

48.3 The CAB shall use IAF MLA Mark only for the authorized main scopes and subscopes. Any unauthorized use of IAF MLA Mark by the CAB may result in the immediate withdrawal of Accreditation.

49. UAF agrees to give due notice of any changes to its requirements for Accreditation and the transition period by which it shall conform to the new requirements. *(Clause 8.2.3 - ISO/IEC17011:2017)*

50. During the Accreditation process and maintenance, UAF will have access to and obtain confidential or proprietary information from 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 only use an external expert/assessor/subcontractor/committee member if such an expert has signed a confidentiality agreement. *(Clause 8.1.4-ISO/IEC17011:2017)*

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51. CAB agrees that UAF may visit the client site for validation audits or any other purpose without notice. The CAB shall make provision for this unscheduled visit in the contract or certification agreement with the client. *(Clause 7.2.5-ISO/IEC17011:2017)*
52. CAB agrees that UAF may provide access to confidential information to APAC, other international bodies, 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)*
53. This Accreditation Agreement shall continue in force unless terminated by either party. This Accreditation Agreement may be terminated upon three months before written notice. In case of any breach or nonconformance to any 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)*
54. CAB conforms to comply with all UAF existing policies and policies that may be released in the future. In case of any conflicts between this Agreement and the current policies issued in the future, the statement and content of the policies shall be final and binding on CAB.
55. 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. This information's provider (source) shall be confidential to UAF and not be shared with the CAB unless the source agrees. *(Clause 8.1.3-ISO/IEC17011:2017)*
56. 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.
57. In case of termination, the existing obligations of CAB and UAF will remain in force, as will commitments to the third parties. The responsibility of UAF to maintain confidentiality will remain in effect despite the termination of the Agreement.
58. Therefore, written notice or information of termination specifying the reason(s) and the date of termination shall be sent to the other party by registered mail/email with the return receipt requested or by other means to confirm receipt.
59. Upon the withdrawal of Accreditation, CAB, however, determined to 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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60. According to the procedure described, CAB may appeal in writing the termination of the Agreement by UAF within 30 days after receipt of the termination notice or information.
61. If UAF modifies this standard Accreditation Agreement, UAF may terminate the present Accreditation Agreement and, at the same time, offer a new Accreditation Agreement.
62. UAF and CAB agree not to take any legal action against the other without first giving twenty calendar days' written notice of such party's intention to institute legal action.
63. 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 the CAB.
64. The CAB shall have arrangements to cover liabilities arising from its operations and activities that include these obligations in its awarded scope or show evidence of appropriate self-insurance and reserves.
65. This Agreement shall be subject to the jurisdiction of the American courts of Law located in Norfolk, Virginia (VA), USA or a competent court at the place where the Agreement is signed, or a competent court where UAF appoints its 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:

Place:

On Behalf of CAB:

Date:

Signature with Stamp and Seal: _____

Name: _____ Title: _____

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

Title: