

# National Accreditation Board for Certification Bodies

## Draft Agreement for Accreditation

To be executed on a stamp paper of Rs. 10/-

### AGREEMENT FOR THE OPERATION OF ACCREDITED CERTIFICATION

This agreement is made as of \_\_\_\_ (date) \_\_\_\_ between the National Accreditation Board for Certification Bodies, having its principal office at New Delhi, India, hereinafter referred to as NABCB which expression shall include its successor and assignees and the accredited certification body \_\_\_\_ (Name of the Certification body) \_\_\_\_ having its principal office at (address) \_\_\_\_ hereinafter referred to as Certification Body which expression shall include its successors and assignees.

#### 1. INTRODUCTION

- 1.1 The NABCB is operating as a part of Quality Council of India, a society registered under the Registration of Societies Act 1860, and operating under a Memorandum of Understanding signed by the representatives of Government of India and Indian Industry, and is recognised as the sole national body for the assessment and accreditation of bodies undertaking certification of the management systems.
- 1.2 This Agreement sets out the relationship between NABCB and the accredited certification bodies and the standards and conditions to be met by accredited certification bodies in the operation of accredited certification.
- 1.3 Both NABCB and accredited certification bodies expect and are expected to abide by the letter spirit and intent of this Agreement.
- 1.4 Certification bodies applying for accreditation are expected to act as accredited certification bodies as part of complying with the requirements for accreditation. The term “accredited certification body” is therefore deemed to cover also applicant certification bodies for the purposes of this agreement.

#### 2. ACCREDITATION OF CERTIFICATION BODIES

- 2.1 Certification bodies offering management system certification are accredited against the International Standards ISO/IEC 17021 using applicable IAF documents and/or publicly available NABCB Accreditation Criteria and other applicable documents. Clarification notes are issued from time to time to amplify or explain issues of relevance to accredited certification.
- 2.2 NABCB will apply the criteria for accreditation consistently and will provide suitably qualified personnel for assessment and surveillance of applicant and accredited certification bodies either by direct deployment of NABCB’s own staff or by sub-contract to any party approved by NABCB.
- 2.3 A certification body applying for accreditation will undergo assessment by NABCB to enable NABCB’s assessors to determine the competence of the certification body and

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its conformity with the standard(s) against which accreditation is sought. In the event that accreditation is granted, an accreditation certificate will be issued to the certification body.

- 2.4 An accreditation certificate is granted for a defined period on condition that the accredited certification body:
- (a) complies with the terms of this Agreement
  - (b) demonstrates continuing conformity with the relevant standards and guidance
  - (c) demonstrates continuing competence within the scope of its accreditation
  - (d) give such undertakings as NABCB may reasonably require
  - (e) pays such fees as are due to NABCB
- 2.5 The scope of accreditation is set out in the schedule to the accreditation certificate, which NABCB grants to each accredited certification body.
- 2.6 NABCB will indicate how continuing conformity with the relevant standard(s) will be monitored in order that the certification body may maintain accredited status. The frequency with which each certification body is subject to surveillance will be determined by NABCB with reference to the scope and scale of the accredited activity of the certification body. NABCB reserves the right to carry out additional or unscheduled surveillance or re-assessment visits at intervals other than those predetermined as it may reasonably require. A full reassessment will be undertaken by NABCB every three / four years.
- 2.7 If an accredited certification body fails to comply with the terms of this Agreement, or any undertakings given to NABCB, the relevant accreditation criteria or the conditions for the use of the Accreditation Mark of NABCB, NABCB may withdraw accreditation, reduce the scope of an accreditation, impose a moratorium on the issue of accredited certificates or extensions to scope, require re-assessment or impose other sanctions as appropriate.
- 2.8 Additionally, NABCB reserves the right to withdraw accreditation:
- (a) if an accredited certification body, being a company, enters into liquidation, whether compulsory or voluntary (but not necessarily including liquidation for the purposes of reconstruction), or has a receiver for its business appointed, or
  - (b) if an accredited certification body fails in any respects to comply with the law of the land, or
  - (c) if an accredited certification body fails to comply with the conditions specified in the accreditation procedure.
- 2.9 NABCB charges are reviewed annually and are subject to alteration. NABCB normally expects that this review will be completed by 31 December in any year and published

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for implementation with effect from the start of the next NABCB financial year (i.e. from 1 April in any year). Accredited certification bodies will be provided with an annual financial quotation for NABCB's estimated charges for the following year based on NABCB's assessment of the appropriate level of monitoring for that body (see 2.6 above).

- 2.10 All information gained by NABCB and its staff in NABCB's direct dealing with accredited certification bodies other than information already in the public domain will be treated as confidential and will not, subject to the law of the land, be divulged without prior written consent of the accredited certification body.
- 2.11 Accreditation should not be regarded as in any way changing the contractual responsibilities between the accredited certification body and its client. While accreditation is the indication of the integrity and competence of the accredited certification body, it cannot be taken to constitute an undertaking by NABCB that the accredited certification body will maintain a particular level of performance.

### **3. CONDITIONS TO BE MET BY ACCREDITED CERTIFICATION BODIES**

- 3.1 The accredited certification body shall offer NABCB and its representatives such reasonable access and co-operation as necessary to enable NABCB to monitor conformity with this Agreement and the relevant standard(s). The accredited certification body shall also use reasonable endeavours to provide access to NABCB assessors and experts to its customers' premises to conduct assessment activities, as NABCB shall reasonably require.
- 3.2 The accredited certification body shall:
- (a) at all times comply with these terms of this Agreement and with the relevant accreditation standards and Guidance documents;
  - (b) only claim that it is accredited in respect of those activities which are the subject of the schedule of accreditation attached to the accreditation certificate issued to it by NABCB from time to time and which are carried out in accordance with this Agreement and the relevant standard(s);
  - (c) use the Accreditation Mark of NABCB only on those certificates (and schedules where applicable) which fall within the scopes accredited by NABCB. The accredited certification body shall only use the appropriate mark or make reference to NABCB accreditation in the manner prescribed by NABCB;
  - (d) pay to NABCB any outstanding fees prior to accreditation and pay promptly all fees due to NABCB, in accordance with the Fee Schedule issued by NABCB from time to time;
  - (e) not use its accreditation in such a manner as to bring accreditation into disrepute, and take appropriate steps to correct any statement or expression, which NABCB considers to be misleading;

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- (f) upon the withdrawal of accreditation, however determined, 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 certification as NABCB may require;
- (g) make it clear in all contracts with its clients and in guidance documents that a certificate issued by it in no way implies that any product, service or management system certified is approved by NABCB;
- (h) ensure that accredited certification shall not be used by itself or its clients for promotional or publicity purposes in any way that NABCB considers to be misleading, and take such immediate steps as NABCB may require to correct any such misleading use.
- (i) have enforceable arrangements with its clients to provide, on request, access to accrediting body assessment teams on its own or to witness the certification audit team performing an audit at its clients site
- (j) Provide, on demand, or during assessments all records/information relating to complaints, appeals and disputes related to certification
- (k) inform at the time of application and subsequently whenever there are changes, the countries into which accredited certificates are issued directly by the Certification Body or through sub-contractors
- (l) inform at the time of application and subsequently whenever there are changes the countries in which the Certification Body operates from local offices, whatever the legal relationship of such offices with the Certification Body
- (m) inform if accredited certificates are issued in countries other than the country where the applicant certification body was assessed

3.3 The accredited certification body may use in documents, brochures or advertising media, without variation, the phrases “a NABCB accredited certification body listed under registration number .....” and “listed in the NABCB Register of Certification Bodies under registration number .....”.

3.4 The accredited certification body shall inform NABCB of any changes which it is planning and which bear on the accredited certification body’s conformity with this Agreement and the relevant standard(s) or otherwise affecting, or potentially affecting, the accredited certification body’s capability or scope of accreditation, as soon as possible, or, in any event, at least fourteen days prior to implementing any such change.

3.5 The accredited certification body shall inform NABCB as to changes in its

- a) Legal, commercial or organizational status,
- b) organization and management, for example key managerial staff
- c) policies or procedures, where appropriate

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- d) location of its premises
- e) personnel, equipment, facilities, working environment or other resources, where significant.
- f) capability of certification or scope of accredited activities, or conformance with the requirements of the accreditation criteria.

and also inform NABCB of other such matters that may affect or potentially affect the accredited certification body's capability, or scope of accredited activities, or conformity with the requirements in this Agreement or the relevant criteria standard(s).

- 3.6 The accredited certification body will be given due notice of any proposed changes relating to this Agreement. The accredited certification body shall be given such reasonable time as is necessary to make any adjustments to its procedures under the proposed changes. The accredited certification body shall notify NABCB regarding the completion of such changes within the time fixed for such adjustments.
- 3.7 An accredited certification body wishing to relinquish its NABCB accreditation shall give at least ninety days written notice to NABCB of its intent, stating the arrangements made for protection of clients holding accredited certification, settlement of NABCB fees, and the return of the certificate of accreditation.
- 3.8 Any notice or other communication given or sent by NABCB to an accredited certification body in connection with, or under, this Agreement, shall be deemed to be duly given or sent if despatched by registered post to the address of the accredited certification body last known to NABCB and shall be deemed to be given at the time when the same would have been delivered in the ordinary course of post.
- 3.9 Financial arrangements between an accredited certification body and its client are not the responsibility of, and are not subject to the control of, NABCB. However, information contained therein may be subject to audit by NABCB.

## **4 APPEALS**

- 4.1 Appeals will be considered only against an accreditation decision made by NABCB. An accreditation decision is a decision by NABCB to grant, curtail or withdraw accreditation or when NABCB grants, or denies, an extension to scope. Such a decision by NABCB shall stand pending hearing of appeal if any.
- 4.2 Appeals in writing against a decision by NABCB will be processed in accordance with the NABCB Appeals Procedure. The Appeals procedure is available on request.

## **5 COMPLAINTS**

- 5.1 Any complaint against NABCB should be addressed to the Chairman of NABCB in writing.
- 5.2 Any complaints against accredited certification bodies should be made to the Director,

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NABCB, in writing.

### **6. ASSIGNMENT**

Except as otherwise agreed by the parties in writing, accreditation shall not be assigned.

### **7. LIABILITY**

No representation, promise or warranty, express or implied, is or will be made or given as to the accuracy or completeness of any information, review, audit, or advice supplied, made or given by NABCB (or any of its directors, employees or agents) in the course of providing services pursuant to this Agreement and no director, employee or agent of NABCB is authorised (nor shall any such person be deemed to have been given any such authority) to make or give any such representation, promise or warranty, and any such representation, promise or warranty purported to be so made or given shall not be relied upon by the accredited certification body.

### **8. FORCE MAJEURE**

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission rises from causes reasonably beyond the control of such party.

### **9 INDEMNITY**

The accredited certification body undertakes to indemnify NABCB against any losses suffered by or claims made against NABCB as a result of misuse by the accredited certification body of any accreditation, licence or mark granted by NABCB as a result of any breach by the accredited certification body of the terms of this Agreement

### **10. CONDITIONS GOVERNING THE USE OF THE ACCREDITATION MARK FOR USE BY CERTIFICATION BODIES**

The accredited certification body will be provided with and acknowledges receipt of the procedure *The Use of the Accreditation Mark (Logo) of NABCB* and hereby agrees to comply with them and to take all reasonable steps to ensure that compliance with these *conditions* is enforced amongst its customers of accredited certification.

### **11. LAW**

This Agreement shall in all respects be construed and operate as an Agreement made in India and in conformity with Indian Law and the construction and validity shall be governed by the Indian Laws and is subject to the exclusive jurisdiction of the Delhi Courts.

**12. ARBITRATION**

All disputes, differences or questions at any time arising between the parties as to the construction of this agreement or as to any matter or thing arising out of this Agreement or in any way connected therewith (which cannot be settled by mutual agreement) shall be referred to the arbitration of the Chairman QCI or to any other person to be nominated by him. The arbitration shall be held in the City of Delhi and shall be in accordance with the Arbitration and Conciliation Act, 1996.

**13. TERMINATION**

These arrangements shall continue in force unless and until terminated:

- A) by either party upon 90 days written notice to the other;
- B) immediately by decision of the Director, NABCB, in accordance with NABCB procedures as formally notified in advance of such a decision to the accredited certification body as governed by clause 2.8.

At the date of termination NABCB's accreditation shall immediately cease to be valid but the accredited certification body will remain bound by the relevant conditions of this Agreement (i.e. clauses 2.10, 3.2(f), 9, 12).

**14. THE PARTIES TO THE AGREEMENT**

*For the Accredited Certification Body*

*For NABCB*

Name: .....

Address: .....  
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.....  
.....

Address Institution of Engineers Building  
Bahadur Shah Zafar Marg  
New Delhi - 110 002

Signed: .....

Signed: .....

Position: .....

Position: CEO

Name :.....  
(BLOCK CAPITALS)

Name:  
(BLOCK CAPITALS)

Date: .....

Date: .....