



ACCREDITATION AGREEMENT

THIS AGREEMENT made on this **<INSERT DATE>** day of **<INSERT MONTH>**, **<INSERT YEAR>**, between the **North American Accreditation Bureau (NAAB)** having its registered offices at **111 North Orange Avenue, Suite 800, Orlando, FL, 32801 USA** (hereinafter referred to as “**NAAB**” which expression shall, where the context so admits, include its successors in title and assigns) of the first part; and represented in this matter by **<INSERT NAME OF CEO>**, **CEO, NAAB** and **<INSERT NAME OF AUTHORIZED PERSON>**, **INSERT DESIGNATION OF AUTHORIZED PERSON** **<INSERT NAME OF CAB>** having its registered offices at **<INSERT CAB’S PHYSICAL AND POSTAL ADDRESS>** (hereinafter referred to as the Conformity Assessment Body (CAB)) of the other part, hereby agree as follows:

Article 1 Rights and Obligations of NAAB

- 1.1. NAAB is a registered corporation and an accreditation body to service accreditation needs. The NAAB objective is to provide internationally recognized and cost-effective accreditation aimed at supporting National and International Trade, enhancing health and safety of consumers and improving competitiveness of organizations’ products and services.
- 1.2. NAAB will carry out assessments, surveillance and reassessments of the CAB in order to determine its competence against the relevant International Standards.
- 1.3. NAAB undertakes to apply the criteria for accreditation consistently and to utilize competent staff and subcontractors to provide its services. The CAB will be advised of the assessment team and any substantiated objections to individual members of the assessment team will, whenever possible, be accommodated.
- 1.4. Once NAAB is satisfied that the CAB is competent and meets the requirements of the relevant standard(s), NAAB will issue an Accreditation Certificate to the CAB. The scope of the CAB’s accreditation will be detailed in the schedule accompanying the Accreditation Certificate.
- 1.5. The Accreditation Certificate issued by NAAB is valid for a period of 3 years from the date of the accreditation decision subject to, and on condition that the CAB complies with the terms set out in this Agreement.
- 1.6. NAAB will allow the use of its Accreditation Mark(s) by the Accredited CAB to confirm its accredited status so long as the use is within the guidelines stipulated for use of the said marks [NAAB Policy-04]



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- 1.7. Once accredited, NAAB shall carry out surveillance assessment on the sixth month for newly accredited CABs and thereafter at least once in a year unless otherwise as determined by the outcome of assessment, for the purpose of ascertaining continuous conformance to the accreditation requirements. In addition to the planned surveillance visits, NAAB reserves the right to carry out additional or unscheduled surveillance assessment, as it may reasonably deem fit. A full re-accreditation assessment will be carried out every third year before expiry of the accreditation.
- 1.8. If, in NAAB's view, the CAB fails to comply with the terms of this agreement (including any undertaking(s) given by the CAB), NAAB shall suspend or withdraw accreditation or reduce the scope of accreditation or impose such other sanctions as are appropriate and legal.
- 1.9. Accreditation by NAAB does not in any way change the contractual responsibilities between the CAB and its clients. While accreditation is an indication of competence of the CAB, it cannot be taken to constitute an undertaking by NAAB that the CAB will maintain a level of performance.
- 1.10. NAAB will make public information about the current status of the accreditation that it has granted to the CAB.
- 1.11. NAAB will, where necessary, provide on its website information on international arrangements in which it is involved.
- 1.12. NAAB shall give due notice of any changes to its requirements for accreditation

Article 2 Rights and Obligations of the CAB

- 2.1. The CAB undertakes to supply NAAB with all the information required and provide access to facilities and persons to enable NAAB provide its services.
- 2.2. The CAB continues to comply with the terms of this agreement and with the relevant standard(s).
- 2.3. The CAB agrees to use its accreditation in such a manner as not to bring accreditation into disrepute and take appropriate steps to correct any statement(s) issued by itself and/or its clients which NAAB considers to be misleading.
- 2.4. The CAB agrees that the conformity assessment services it offers shall conform to the requirements stated in the conformity assessment standards, general rules and procedures and applicable guidance documents.
- 2.5. The CAB agrees to comply at all times with the requirements set out in NAAB documentation covering conditions for use of NAAB accreditation marks and to take all reasonable steps to ensure that compliance with these conditions is enforced amongst its



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- clients and to make reference to NAAB's accreditation in the prescribed manner. NAAB documentation is available on the NAAB website.
- 2.6. The CAB agrees that the relevant documents that are issued for conformity assessment services such as calibration stickers, certificates, reports shall be fully accounted for on the granted scope.
 - 2.7. The CAB agrees to inform NAAB of any planned changes which bear upon the CAB's conformity with this agreement and the relevant standard(s) or may otherwise affect, or potentially affect the CAB's capability or fulfilment of the scope of accreditation, including but not limited to the following changes:
 - 2.7.1. Policies
 - 2.7.2. Premises
 - 2.7.3. Organization, top management and key personnel
 - 2.7.4. Legal, commercial ownership or organizational status and contact details
 - 2.7.5. Scope of conformity assessment activities
 - 2.7.6. Essential calibration, test or inspection equipment
 - 2.7.7. Other activities that may affect the CAB's ability to fulfil the requirements of accreditation.
 - 2.8. The CAB undertakes to withdraw all materials referring to its accreditation upon suspension or withdrawal of accreditation by NAAB.
 - 2.9. The CAB shall afford such accommodation and cooperation as is necessary to enable the Accreditation Body to verify the fulfillment of the requirements of accreditation.
 - 2.10. The CAB shall provide access to those documents that provides insight into the level of independence and impartiality of the CAB from its related bodies.
 - 2.11. If operating an **Inspection Body and/or Laboratory**:
 - 2.11.1. The CAB agrees to enroll and participate in proficiency testing programs where applicable and where not, demonstrate the assurance of its capability by other means as required by NAAB Policies. The NAAB policies are available on the NAAB website.
 - 2.11.2. The CAB agrees to prepare, pack and dispatch inspection samples, test pieces or other items needed by NAAB or by its clients for verification purposes.
 - 2.11.3. The CAB agrees to afford NAAB or representatives reasonable cooperation to facilitate monitoring of the performance of the CAB in relation to the contract with the client, including affording access to relevant areas of the CAB or clients' premises for witnessing or checking the inspections, calibrations or tests performed for its clients at the CAB's site or the clients site.



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- 2.11.4. The CAB agrees to ensure that all safety related incidents to the scope of accreditation are reported by clients or other parties such as enforcing authorities are recorded, investigated and appropriate actions taken.
 - 2.11.5. The CAB agrees to provide NAAB, promptly, with details of safety-related incidents within the scope of the CABs accredited activities where compliance with relevant standards has not been maintained and the incident may lead to enforcement action against the CAB.
 - 2.11.6. The CAB agrees to notify NAAB of the details of all enforcement actions taken by the regulatory authorities against the CAB which relate to the scope of accreditation.
 - 2.11.7. The CAB agrees to contractually require client(s) to allow NAAB to witness the CAB perform its activities at the client's premise whenever requested.
- 2.12. If operating a **Certification Body**:
- 2.12.1. The CAB agrees to contractually require client(s) to allow NAAB to witness the CAB perform its activities at the client's premise whenever requested.

Article 3 Complaints

- 3.1 The CAB undertakes to provide NAAB with all the required information and access required to assist in investigation and resolution of any properly authenticated complaints made by third parties about the CAB's accredited activities; NAAB will give the CAB an opportunity to investigate the complaint prior to carrying out its own investigation
- 3.2 The CAB shall keep records and report to NAAB, any complaints regarding those aspects of its services covered within the scope of accreditation.

Article 4 Health and Safety

The CAB shall ensure that NAAB employees and subcontractors, when attending the CAB's or its clients' sites for assessment purposes, are provided with such Personnel Protective Equipment as may be necessary to reduce risks to an acceptable level and meet any applicable legal requirements.

Article 5 Confidentiality

NAAB, its employees and subcontractors agree to maintain as confidential and not to use or disclose to any third party, any information derived from the CAB in connection with the services without written consent of the CAB, except:



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- 5.1. Any information which was in possession of NAAB prior to its disclosure by the CAB.
- 5.2. Any information which is or shall lawfully become part of the public domain, or obtained by NAAB from a source independent of the CAB; or
- 5.3. Any information which otherwise may be required to be made available to any court, fiscal or regulatory authority.

Article 6 Fees

The CAB undertakes to pay such fees and charges as are due to NAAB within the prescribed timeframes in accordance with the fee schedule issued by NAAB from time to time.

Article 7 Publicity

- 7.1. The CAB has the right to publicize the fact that it has been authorized to provide conformity assessment services to which the accreditation certificate applies.
- 7.2. Among other methods, NAAB shall give due publicity to the accreditation or withdrawal of accreditation of the CAB.

Article 8 Liability

- 8.1. In providing the service(s), information or advice neither NAAB nor any of its employees, or subcontractors warrants the accuracy or completeness of any information, review, assessment, accreditation or advice supplied.
- 8.2. Neither NAAB nor any of its employees or subcontractors shall be liable for anything done or omitted in good faith when providing the services(s)

Article 9 Indemnity

By signing this agreement, the CAB hereby indemnifies NAAB against any losses suffered by or claims made against NAAB as a result of misuse by the CAB of any Certificate of Accreditation or license to use any Accreditation Marks granted by NAAB or as a result any breach by the CAB, of the terms of this agreement.

Article 10 Appeals

- 10.1. An Accreditation decision is a decision by NAAB to grant, suspend, reduce, or withdraw accreditation or when NAAB grants or denies an extension of scope. Such a decision by NAAB shall stand pending hearing of any appeal.
- 10.2. The Appeal will be handled in accordance with the NAAB Appeals procedure which is available on the NAAB website and which can be availed upon request.



Article 11 Suspension/Withdrawal

- 11.1. Accreditation of the CAB may be suspended for a limited period on any of the following reasons:
 - 11.1.1. If the surveillance assessment of the CAB shows non-conformance with the requirements of such a nature that immediate withdrawal is not necessary.
 - 11.1.2. If there is a case of improper use of the accreditation certificate or accreditation mark(s) not solved by suitable retractions and appropriate remedial measures undertaken by the CAB.
 - 11.1.3. If there has been contravention of NAAB requirements for accreditation and or breach of this agreement.
 - 11.1.4. If there is mutual agreement between NAAB and the CAB emanating from significant changes in its management system, operations, change of key personnel, etc. that may impact the accredited scope.
 - 11.1.5. Any other reason that NAAB is of the opinion that the same jeopardizes the status of accreditation.
- 11.2. At the end of the suspension period, NAAB shall establish if the indicated conditions for re-instatement are fulfilled by carrying out an onsite assessment at the cost of the CAB. Where these conditions are fulfilled, the suspension shall be lifted, and if not, NAAB shall withdraw the accreditation.
- 11.3. The CAB shall still be required to pay the annual accreditation fee even if on suspension.
- 11.4. The accreditation may be withdrawn under the following circumstances:
 - 11.4.1. Surveillance shows that non-conformance is of a severe nature and jeopardizes the status of accreditation.
 - 11.4.2. The CAB fails to pay for NAAB services.
 - 11.4.3. There is contravention of the accreditation agreement.
 - 11.4.4. The CAB cannot ensure conformance to new rules and or requirements.
 - 11.4.5. The CAB fails to take corrective action about the suspension.
 - 11.4.6. The CAB does not wish to continue with the accreditation. In this case the CAB shall inform NAAB in writing.
- 11.5. In the above cases, NAAB shall have the right to withdraw the accreditation by formally informing the CAB in writing.
- 11.6. NAAB shall publish the withdrawal of accreditation on its website.
- 11.7. Where withdrawal of the accreditation is sought, the necessary time of notice prior to the withdrawal will differ depending on the situation. The following notice period will apply.



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SL	Situation	Days of notice
1.	Violation of an existing standard or reasons other than safety	Max: 60 days
2.	Non-payment of fees/ charges to the accreditation body (NAAB)	Max: 30 days
3.	Failure to meet other provisions of the accreditation agreement	Max: 60 days
4.	Bankruptcy or liquidation	Max: 30 days
5.	Misuse of accreditation marks and symbols	Max: 30 days
6.	If CAB has been suspended, the reasons for suspension not having been addressed within the specified time	At the lapse of the suspension period
7.	Mandatory compliance with new requirements in relation to revision of conformity assessment standard	Max: 6 months from the date of notification

11.8. Where a CAB whose accreditation has been withdrawn seeks reinstatement, the CAB shall have to apply afresh for accreditation and the normal process from assessment through to award shall follow.

Article 12 Design and use of the Accreditation Symbol/mark

12.1. NAAB, the owner of the accreditation logo and symbols / marks, has and retain all legal rights to the logo and accreditation symbol(s) / mark(s).

12.2. NAAB, the issuer of the accreditation symbol(s) / mark(s) has the sole right to grant, withdraw, suspend and cancel the use of the NAAB accreditation symbol(s) / mark(s)

12.3. The design and use of the NAAB accreditation symbols/marks shall be as detailed in the NAAB system documentation available on the NAAB website: www.NAAB.go.ke which is available on the NAAB website or upon request and binds as follows that:

12.3.1. The CAB uses the accreditation symbol(s)/mark(s) with respect to the services that are within the scope of accreditation and in conformity with relevant / applicable standard(s)

12.3.2. The CAB has the right to publicize that it has been authorized to use the NAAB accreditation symbol(s)/mark(s)



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- 12.3.3. The CAB shall ensure that such publicity does not create confusion between its accredited and non-accredited conformity assessment services.
- 12.3.4. The CAB shall not make claims that could mislead purchasers, customers, users and the general public that performances of its services or its use are covered by the accreditation when in fact they are not.
- 12.3.5. The CAB shall exercise proper control on the use of its certificates and or the accreditation symbol(s) / mark(s).
- 12.3.6. Where the CAB makes incorrect references to the accreditation or uses the certificates or symbol(s)/mark(s) in advertisements, catalogues, brochures, newsletters, supplements, etc. in a misleading manner, NAAB shall take action that includes legal or corrective action or publication of the transgression at the CAB's cost.
- 12.3.7. In case of misuse of the certificates or accreditation symbol(s)/mark(s) by the CAB's customer, the CAB shall be responsible for undertaking the necessary corrective action.
- 12.3.8. During suspension the CAB shall not use the NAAB accreditation symbol(s)/mark(s).

Article 13 Termination

- 13.1. This Agreement shall continue in force unless and until terminated by either party by giving 60 days written notice to the other or the accreditation period lapses without renewal.
- 13.2. Where notice of termination is given by the certification body, the CAB shall state the arrangements made, on termination, for the protection of its clients holding accredited certification.
- 13.3. On the date of termination of this agreement, any Certificate of Accreditation granted hereunder shall immediately cease to be valid and shall be publicized as such.
- 13.4. Any termination of the Agreement, however caused, shall be without prejudice to any rights or liabilities of the parties that have been accrued on or before the date of termination, but neither party shall have any rights to require performance of or liabilities to perform this agreement after such date. Upon termination of this agreement for any reason:
 - 13.4.1. Notwithstanding any other provisions of the agreement, the terms of this article (13) and articles 5 (Confidentiality), 8 (Liability), 9 (Indemnity) shall continue to be in force in accordance with their terms; and



13.4.2. All fees and charges accrued (but unpaid) pursuant to this agreement shall forthwith become due and payable.

Article 14 Force Majeure

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

Article 15 Assignment

Except as otherwise agreed by parties in writing this agreement shall not be assigned in whole or part.

Article 16 Third Parties

No person (other than NAAB, its employees or subcontractors) who is not party to this agreement has or should have any right to enforce any part of this agreement and no consent of any person who is not a party shall be required to any cancellation or variation of this agreement.

This Agreement is signed on this **<INSERT DATE>** day of **<INSERT MONTH, YEAR>**

1. _____

Authorized on behalf of NAAB

2. _____

Authorized on behalf of CAB



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Rev No.	Date Revised	Reason for Revision
01		<ul style="list-style-type: none">• Initial
		<ul style="list-style-type: none">•
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