



## **ASIB Accreditation Agreement with CABs**

**for**

### **The Grant of Accreditation for Management System Certification Schemes.**

The undersigned hereafter also jointly referred to as 'the parties' and individually referred to as 'the party'.

ASIB has accepted the CAB (Conformity Assessment Body) as an applicant for accreditation of management system certification schemes governed by ASIB accreditation requirements & applicable accreditation procedures; therefore, ASIB and CAB desire to enter into this Accreditation Agreement.

This Agreement will be for period of three years or as agreed in the Accredited Certificate, from the Accreditation date with the option of renewal for fees paid of the then existing rate on terms & conditions to be mutually agreed upon.

By THESE PRESENTS it is hereby acknowledged and agreed by 'the parties' as follows: -

#### **1. Obligations of ASIB**

- 1.1 ASIB as an Independent Accreditation Body, 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 ASIB's Accreditation Scheme requirements.
- 1.2 ASIB shall start its accreditation process once the applicant CAB submits its duly filled application for accreditation of certification schemes governed by ASIB accreditation requirements & applicable accreditation procedures and shall be followed by an document adequacy or an office with or without witness assessments and it ends with the decision on accreditation and a Certificate of Accreditation is issued to the CAB along with scope & schedule of accreditation, which shall be valid for a period of 3 years i.e., one accreditation cycle, from the date of accreditation decision subject to condition that the CAB continues to comply with the requirements of the ASIB accreditation and the terms of this agreement.
- 1.3 ASIB as a part of its accreditation requirement shall conduct routine surveillance, re-accreditation, and special assessment may be applicable at defined intervals within the accreditation cycle. During the accreditation cycle, ASIB reserves the right to carry out any additional or unscheduled surveillance visits, as per reasonable requirement and shall issue assessment report(s) at the end of each assessment to the CAB as appropriate to the objective of the assessment.
- 1.4 ASIB at its own discretion shall decide on the type (onsite / offsite) & duration of each assessment and shall apply the criteria for accreditation of its certification schemes and assessment objectives consistently and ASIB shall make use of an internal / external expert/ its own Assessor/ Sub Contractor to provide quality accreditation assessment.
- 1.5 The ASIB reserves right to suspend, withdraw or reduce or extend the accreditation scope, impose moratorium on issue of accredited certificate depending on the level of compliance by the CAB with the terms of this agreement or to abide by the rules for accreditation of ASIB.
- 1.6 ASIB shall give due notice of any changes to its requirements for accreditation and of the transition period by which CAB shall conform fully to the new requirements.
- 1.7 The ASIB accreditation is an indication of the integrity and competence of the CAB, it cannot be taken as guarantee/warranty/undertaking by ASIB that the CAB shall maintain a particular level of performance and does not imply that certificated Organization's products or services are approved by ASIB or ASIB accredited CABs, International Organization for Standardization (ISO), any government or quasi government authority and as such does not exempt them from their legal obligations and ASIB 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, ASIB standards or the certification requirements.
- 1.8 ASIB shall endeavour to support the CAB, recognising its ASIB accreditation status, by regularly publicising and updating details of CAB, its accreditation status with ASIB and directory of CAB certified clients under ASIB accreditation upon receipt of requisite fees and required evidence.
- 1.9 ASIB reserves its right to inform or provide CAB information regarding its status and type of membership with any forum or committees or voluntary organization groups. Such ASIB memberships are as per ASIB Board policies and CAB must abide by ASIB decisions.
- 1.10 ASIB reserve its right to have its access to and obtain information that is confidential or proprietary to CAB or its clients to ensure the objectivity of its accreditation processes and reasonable measures will be taken by ASIB to ensure that any of its participant, staff, agents, and members of its board of directors, councils, and committees, and any contactors or subcontractors assessors, keep confidential of all information that has come to their knowledge through the accreditation process, with the exception of the accreditation information made publicly available by ASIB and information made publicly available by CAB or its clients.



## 2. Obligations of CAB

- 2.1 CAB by applying to the services of ASIB, acknowledges that it fully understands & accepts ASIB accreditation terms & conditions to avail ASIB's services as an independent accreditation body for management system certification schemes.
- 2.2 CAB shall be a legal entity complying with all legal requirements in the countries in which they operate and shall not be engaged in any collusive, coercive, or criminal practices or offer any inducements in relation to provision of its services or conduct of its operations and shall agree with all accreditation requirements of ASIB, applicable Accreditation Procedures, Policies, Rules, and applicable Mandatory Documents which are directed by ASIB from time to time and shall agree to continually fulfil these stated requirements by conforming with the changes to these requirements from time to time within their transition time period as duly publicized by ASIB. CAB shall also comply with the applicable procedures & accreditation requirements including use of ASIB accreditation mark and logo(s) and shall promote international recognition for the ASIB accreditation system.
- 2.3 CAB agree to maintain its compliance initially and on ongoing basis in terms of its legality, competence, and skill for the accreditation criteria applicable to the accreditation scope(s) under which accreditation is granted, to the fullest satisfaction of ASIB.
- 2.4 CAB shall issue ASIB accredited certificate addressing the accredited standard to a client having a single legal entity and shall not issue certificates referencing to multiple standards or multiple companies or activities and shall provide ASIB the information on certificates issued, as and when requested by ASIB.
- 2.5 CAB shall have a legally enforceable agreement in name of its legal entity with each of its certified client organization, by which the client organization undertakes the commitment to continually fulfil the requirements of management system for which it is certified, and to changes to those certification requirements within the transition period as prescribed by ASIB. The agreement shall also permit the client organization to continue to use ASIB accreditation symbol with CAB's own symbol so long as the client organization continues to operate in conformance with the certified standard and shall not be used on a product or in any way which could imply product, process, or service certification.
- 2.6 CAB agrees to cooperate and aid ASIB, including access to all premises, information, documents, and records of CAB and if required an unconditional access to ASIB assessment teams to witness the performance of CAB's audit team at its site(s) that are necessary to enable ASIB to verify CAB's fulfilment of requirements of accreditation.
- 2.7 CAB agrees to notify ASIB without delay of any significant change in CAB (ownership, organizational status, key personnel etc which relates to its accreditation by ASIB, and any other matters that may affect the ability of CAB to fulfil requirements for accreditation.
- 2.8 CAB shall also inform ASIB of other such matters that may affect or potentially affect its capability, or scope of accredited activities, or conformity with the requirements in this Agreement or the relevant criteria standard(s).
- 2.9 CAB agrees to provide access to documents providing clear understanding on the level of independence and impartiality of CAB regarding any relationship with other bodies.
- 2.10 CAB also agrees to cooperate and aid in arranging witnessing of CAB's audit team performance at its client site(s), as requested by ASIB.
- 2.11 CAB shall inform ASIB of its outsourcing activities and grant ASIB the right to verify the competence of persons & legality of those organizations to whom and to which ASIB accredited certification has been outsourced by CAB such that CAB shall be accountable for the conduct of all its staff and contractors (including agencies). ASIB will not accept any excuses for malpractice or fraudulent conduct that involves blame shifting to internal staff or to other associated businesses which CAB is obligated to have under control. CAB is responsible to adequately protect its certification mark and ASIB accreditation mark and symbol.
- 2.12 CAB shall upon request make available to ASIB of all complaints and appeals about its accredited certification system and their impartial resolution including any correction and corrective action relative to CAB's accredited certification programs shall report any unresolved complaints to ASIB.
- 2.13 CAB agrees, upon notification by ASIB, to withdraw or rectify to the fullest satisfaction of ASIB for misleading or incorrect behaviour, notification, or publication regarding its accreditation by ASIB.
- 2.14 For the term of this agreement, CAB may reprint (make photocopies) of any certificate of accreditation issued by ASIB but in full as issued by ASIB.
- 2.15 CAB meets its obligations for a scheduled surveillance set out in the CAB's surveillance program and any Directions in respect of unscheduled surveillance and other assessments required by ASIB, and provide ASIB representatives such access and cooperation as deemed necessary by ASIB to undertake scheduled surveillance and unscheduled surveillance and audits without harassment.
- 2.16 CAB shall take prompt action to the satisfaction of ASIB to correct any non-conformity identified by the office assessment, witnessing and other assessment activities undertaken by ASIB, or established through any complaint made to ASIB.
- 2.17 CAB agrees that ASIB may provide access to confidential information to organizations or any other international bodies where ASIB has membership or peer evaluators or other oversight bodies that have signed appropriate agreements to not disclose confidential information as required by specific schemes.



- 2.18 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 ASIB 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 ASIB of any alteration or cancellation of such policy, at least thirty days before such alteration or cancellation takes effect.
- 2.19 The CAB shall agree to support the mission and objectives of the ASIB and shall ensure that they always act in accordance with the laid down policies. If the ASIB considers that a CAB undertakes work that is in direct conflict with the ASIB's mission and objectives, it could lead to accreditation being withheld, suspended and or withdrawn.
- 2.20 The CAB's shall inform ASIB without any delay 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 been initiated or other allegations concerning the legal compliance of the CAB arise, they shall notify the ASIB as soon as it is practicable and within a maximum of seven days, and shall advise the ASIB of the outcome of any such proceedings and the statement shall be signed by a senior responsible officer of the management from the CAB.
- 2.21 CAB understands that Accreditation applies to both the regulated and non-regulated sectors but should remain voluntary. Therefore, it is the responsibility of the CAB to seek the requirements of the client and apply with respective Accreditation. CAB agrees to hold harmless ASIB regarding the acceptance of the ASIB issued accredited certificate.

### **3. Fees, Payment and Cancellation**

- 3.1 CAB shall pay ASIB fees for accreditation in accordance with the current fee schedule as notified by ASIB from time to time. Payment of the fees specified shall be made within seven (07) calendar days following each invoice.
- 3.2 CAB shall also submit the list of certificates issued as and when requested by ASIB. In case, the CAB fails/missed to send/report any certificate, intentionally or un-intentionally, CAB shall pay a minimum first penalty of USD One thousand (\$100) for each missed certificate.
- 3.3 CAB also warrants ASIB to withdraw/suspend CAB's accreditation without issuing any notices or advance information in case of evidence of malpractice/unethical act/submission of forged documents or information.
- 3.4 All fees shall become due and payable upon acceptance of the ASIB Schedule of Fees. Failure to abide by, shall be considered a material breach of this agreement and result in suspension or termination of accreditation by ASIB.
- 3.5 Any request for cancellation of any services offered by ASIB will be allowed only if the cancellation requests are made within 05 working days from the date of signing/accepting the proposal / contract. Any request for cancellation must be made only through email by the authorized representative of the applicant organization to the ASIB. Cancellation request through any other medium of communication shall not be entertained. Refund for any services offered by ASIB can be processed only if the cancellation request is made within the above specified time, unless mutually agreed by both Parties. Cancellation cannot be done after the accreditation schedule issued.

### **4. Agreement**

- 4.1 This Agreement shall remain in force for a period of three-years from 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").

### **5. Termination**

- 5.1 This Accreditation Agreement shall continue in force unless terminated by either party, this Accreditation Agreement may be terminated only upon three (03) months prior written notice after settling any financial due pending with ASIB, in accordance.
- 5.2 Notwithstanding the provisions, if one of the parties has materially breached one or more of its obligations or the provisions under this agreement or the other agreements or documents referenced herein, the non-breaching party has the right to terminate this agreement immediately upon prior written notice.
- 5.3 Any failure on the part of ASIB 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 ASIB at any time to avail itself of such remedies as it may have for any subsequent breach.
- 5.4 In case of termination, the existing obligations of CAB and ASIB will remain in force, as will commitments to third parties. The obligation of ASIB to maintain confidentiality will remain in force despite termination of the agreement.
- 5.5 Upon the withdrawal of accreditation, CAB 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 certificates as ASIB may require.

- 5.6 CAB may appeal in writing the termination of the agreement by ASIB within thirty (30) calendar days after receipt of the termination notice, according to the procedure described.
- 5.7 If ASIB modifies this standard Accreditation Agreement, ASIB may terminate the present Accreditation Agreement with or without prior notice to CAB and at the same time offer a new Accreditation Agreement to CAB. This may be at a sole discretion of ASIB Board.
- 5.8 ASIB and CAB agree to not take any legal action against the other without first giving three (03) calendar months written notice of such party's intention to institute legal action.

## **6. Indemnity:**

- 6.1 CAB hereby releases and agrees to indemnify and hold harmless ASIB and its directors, General managers, Managers, Employees, Assessors and Associates from any losses, damages, claims, liability on any grounds, causes of actions or demands, and all costs and expenses incidental thereto (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 claims, liabilities, cause of actions or demands arising exclusively through the accreditation services provided by ASIB to CAB.

## **7. Relationship**

- 7.1 This Agreement does not provide for a joint venture, partnership, agency, or employment relationship between the CAB and ASIB. 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. Communication**

- 9.1 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.

## **10. Governing Law; Arbitration**

- 10.1 This Agreement shall be subject to the jurisdiction of Courts in Chennai, Tamil Nadu, as the payment is made through our official Associates, Jas Global Services, Chennai.

## **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.

-----END OF AGREEMENT-----