



CAB Number

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**UKASL - CAB
AGREEMENT**

This agreement contains (4) pages, and is made on / / between:

(1) The UK ACCREDITATION SERVICES LIMITED having its registered office at 20-22 Wenlock Rd, Hoxton, London N1 7GU, UK and called (UKASL),

Represented by: Position (1st Party)

(2) The Conformity Assessment Body called (CAB) which seeking accreditation against the international standard (.....) having its full name:

.....
and address below:

.....
Represented by: Position (2nd Party)

1. Services provided by UKASL

- 1.1. UKASL will carry out assessment, consecutive assessment and re-assessment of the CAB to determine competence against the relevant international standards and UKASL Requirements.
- 1.2. UKASL will apply the criteria for accreditation consistently and will provide suitably qualified personnel for assessment and consecutive assessment of the CAB. The CAB will be notified of the assessment team in advance and any objections to individual members on reasonable grounds will, wherever possible, beaccommodated.
- 1.3. In the event that accreditation is guranted, an accreditation certificate will be issued to the CAB by UKASL. The scope of accreditation is set out in the schedule and attached to the accreditation certificate.
- 1.4. The certificate remains in force for a defined period (usually four years) subject to, in condition that the CAB complies with, the terms of this agreement.
- 1.5. UKASL will indicate how continuing conformity with the relevant standard(s) will be monitored in order that the CAB may maintain accredited status. The frequency of monitoring will be determined by UKASL and depends on the scope and scale of the accredited activity of the CAB (but the minimum requirement is normally consecutive assessment periodically and a full re-assessment every fourth year). In addition to the planned consecutive assessment visits, UKASL reserves the right to carry out additional or unscheduled consecutive assessment visits at intervals other than those predetermined as it may reasonably require.
- 1.6. If an accredited CAB fails to comply with the terms of this agreement, or any undertakings given to UKASL, the relevant accreditation criteria or the conditions for the use of the UKASL accreditation symbol, UKASL may suspend or withdraw accreditation or reduce the scope of an accreditation. Withdrawal of accreditation will not be imposed unless the CAB fails to carry out the actions required to maintain accreditation in the scheduled timescales as notified in writing by UKASL.
- 1.7. Accreditation shall not be regarded as in any way changing the contractual responsibilities between the accredited CAB and its client. While accreditation is the indication of the



integrity and competence of the accredited CAB, it cannot be taken to constitute an undertaking by UKASL that the accredited CAB will maintain a particular level of performance.

- 1.8. In providing the service(s), information or advice, neither UKASL nor any of its employees or assessors warrants the accuracy or completeness of any information, review, audit, certification or advice supplied from the CAB.

2. Services required from the CAB

The CAB undertakes:

- 2.1 a. To supply UKASL with all information and facilities and to afford UKASL such reasonable access and co-operation as, in each case, is necessary to enable it to provide the services.
- b. To supply and arrange with UKASL when requested for its accreditation activities (assessment, witnessing, information and facilities) and to afford UKASL such reasonable access and co-operation as, in each case, is necessary to enable it to provide the services.
- 2.2 a. To provide access to UKASL assessors and experts to its customers' premises to conduct assessment activities, as UKASL shall require.
- b. CAB's have to where applicable, legally enforceable arrangements with their clients that commit the clients to provide, on request, access to UKASL assessment team to assess the CAB's performance when carrying out conformity assessment activities at the client's site.
- 2.3 a. At all times comply with these terms of this agreement and with the relevant accreditation standards and UKASL requirements as shown in UKASL's publications and regulations which are posted in UKASL's website and can also be claimed from UKASL accreditation managers.
- b. CAB's are committed to follow UKASL regulation for the use of UKASL accreditation symbol.
- 2.4 Not use its accreditation in such a manner as to bring accreditation into disrepute, take appropriate steps to correct any statement that UKASL considers to be misleading and claim accreditation only with respect to the scope for which it has been granted.
- 2.5 To make it clear, in all signed contracts with its customers that UKASL is not responsible for any product, service provided by the accredited CAB's and is limited to the accreditation for CAB's.
- 2.6 To inform UKASL as soon as possible of any changes which may 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 scope of accreditation, including but not limited to the following changes:
- a. Ownership.
- b. Legal, commercial or organizational status.
- c. Key organization or management capabilities.
- d. Personnel, equipment, facilities, working environment or other resources, where significant.



e. Premises.

2.7 a. To withdraw all material referring to its accreditation upon withdrawal of accreditation, however determined.

b. CABs shall inform its affected clients of the suspension, reduction or withdrawal of its accreditation and the associated consequences without undue delay.

2.8 To assist UKASL in the investigation and resolution of any properly authenticated complaints made by third parties about the CAB's accredited activities.

2.9 To pay such fees and charges as are due to UKASL in accordance with the fee schedule issued by UKASL from time to time according to UKASL regulation.

3. Actions for insuring the CAB status before withdrawal

The CAB is required to submit a declaration for its complying with the relevant standard and UKASL requirements in case of:

- The missed accredited period "from accreditation certificate expiring to issuing a new one";
- The missed accredited period "from the last UKASL assessment visit to the date of CAB withdrawal.

4. Confidentiality

UKASL employees and assessors 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 the consent of the CAB, except:

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

5. Liability

UKASL shall not accept liability for mistakes that accredited / inspected facilities may make or mistakes on certificates or reports issued by accredited CAB's.

6. Indemnity

The CAB undertakes to indemnify UKASL against any losses suffered by or claims made against UKASL as a result of misuse by the accredited CAB of any accreditation, license or mark granted by UKASL as a result of any breach by the accredited CAB of the terms of this agreement.

7. Appeals



UK ACCREDITATION SERVICES LIMITED(UKASL)

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- 7.1. Appeals shall be considered only against an accreditation decision made by UKASL. An accreditation decision is a decision by UKASL to grant or withdraw accreditation, also when UKASL grants or denies an extension to scope, or when UKASL reduces the accreditation scope.
 - 7.2. Appeals will be processed in accordance with UKASL publication (Dealing with complaints and Appeals). The Publication is available on UKASL website.

8. Termination

- 8.1. These arrangements shall continue in force unless and until terminated by either party by giving 90 days' written notice to the other.
- 8.2. At the date of termination of this agreement, any certificate of accreditation granted hereunder shall immediately cease to be valid.
- 8.3. Upon termination of this agreement for any reason, all fees and charges accrued (but unpaid) pursuant to this agreement shall forthwith become due and payable.

9. Law and Jurisdiction

This agreement shall be governed and construed in accordance with UK Law. The parties hereby submit to the exclusive jurisdiction of the UK courts or the concerned body of council state.

For and on behalf of the CAB

For and on behalf of UKASL

Signed

Signed

Name

Name

Position

Position

Date

Date