

ACCREDITATION AGREEMENT

Between:

Global Accreditation Bureau LLC “GAB”

And

(Name of Inspection Body)

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THIS AGREEMENT is made on *(date of agreement)*

BETWEEN:

1. **Global Accreditation Bureau LLC “GAB”**, an independent organization, incorporated in Doha, as a QFC Licensed company, registration no. 00793, whose registered office and physical office is at Amwal Tower, 15th Floor, PO Box: 5523, West Bay, Doha, Qatar
and
2. *Name of IB* a company incorporated in Qatar with registration number with Ministry of Economy and Commerce, whose office is at *(“Address of the Central office”)* ("IB"),

1. INTRODUCTION

- 1.1 GAB is operating as a sole accreditation body of Qatar for the assessment and accreditation of Inspection Bodies (IBs).
- 1.2 This Agreement sets out the relationship between GAB and Accredited Inspection Body undertaking accredited Inspection activities and standards and conditions to be met by Accredited IB in the operation of inspection services.
- 1.3 Both GAB and Accredited IB are expected to abide by letter, spirit, and intent of this Agreement.
- 1.4 IBs applying for accreditation are expected to act as Accredited conformity assessment bodies as part of complying with requirements of accreditation. The term “Accredited IB” is therefore deemed to cover applicant IB also for the purposes of this agreement.

2. ACCREDITATION OF INSPECTION BODIES (IBs) UNDERTAKING INSPECTION SERVICES

- 2.1 Inspection Bodies offering inspection services systems are accredited against publicly available GAB Accreditation Criteria based on International Standard ISO 17020:2012, other applicable standards and ILAC/APAC mandatory documents. Clarifications to the interpretation of accreditation criteria are issued by GAB from time to time to amplify or explain issues of relevance to Accredited Inspection Bodies for inspection services.
- 2.2 GAB will apply criteria for accreditation and other applicable mandatory requirements of ILAC/APAC consistently and will provide suitably qualified personnel for assessment and surveillance of applicant and accredited IB either by direct deployment of GAB’s personnel which includes external resources or by sub-contract to any party approved by GAB.

- 2.3** An IB applying for accreditation will undergo assessment by GAB to enable GAB's assessors to determine competence of IB and its conformity with applicable standard(s) against which accreditation is sought. If accreditation is granted, an accreditation certificate will be issued to the IB.
- 2.4** An accreditation certificate is granted for a defined period on condition that Accredited IB,
- a) Complies with the terms of this Agreement.
 - b) Demonstrates continuing conformity with the relevant standards and other criteria documents.
 - c) Demonstrates continuing competence within the scope of its accreditation.
 - d) Gives such undertakings as GAB may reasonably require.
 - e) Timely pays such fees as are due to GAB.
- 2.5** Scope of accreditation, including sectors applied for accreditation and offices covered, are set out in the schedule(s) to the accreditation certificate, which GAB grants to each accredited IB.
- 2.6** GAB will indicate how continuing conformity with the relevant standard(s) will be monitored in order that accredited IB may maintain its accredited status. The frequency with which each IB is subject to surveillance will be determined by GAB with reference to the scope and scale of the accredited certification activities of IB. A full reassessment of accredited IB will be undertaken by GAB every four years.
- 2.7** If an accredited IB fails to comply with the terms of this Agreement, any undertaking given to GAB, the relevant accreditation criteria or the conditions for the use of the Accreditation symbol of GAB, GAB may refuse accreditation, withhold accreditation/reaccreditation, suspend, or withdraw accreditation, reduce the scope of an accreditation, impose a moratorium on the issue of accredited inspection reports or extensions to scope, require re-assessment or impose other sanctions as appropriate.
- 2.8** Additionally, GAB reserves the right to withdraw accreditation:
- a) If an accredited IB, being a company, enters 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 IB fails in any respects to comply with the law of the land, or
 - c) If an accredited IB fails to comply with the conditions specified in the accreditation criteria and procedure.

- 2.9** GAB charges are reviewed annually and are subject to alteration. GAB normally expects that this review will be completed by 31 October in any year and published for implementation with effect from the start of the next GAB financial year starting from 1 January in any year. Accredited IB will be provided with an annual financial estimated quotation for GAB's charges for the following year based on GAB's assessment of the appropriate level of monitoring for that body (see 2.6 above).
- 2.10** All information gained by GAB and its personnel in GAB's direct dealing with accredited IB, 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 IB.
- 2.11** Accreditation should not be regarded as in any way changing the contractual responsibilities between the accredited IB and its clients. While accreditation is the indication of the integrity and competence of the accredited IB, it cannot be taken to constitute an undertaking by GAB that the accredited IB will maintain a specific level of performance for all its inspection activities.

3. CONDITIONS TO BE MET BY ACCREDITED IB

- 3.1** Accredited IB shall offer GAB and its representatives such reasonable access and co-operation as necessary to enable GAB to monitor conformity with this Agreement and the relevant standard(s). Accredited IB shall also use reasonable endeavours to provide access to GAB assessors and experts to its customers' premises to conduct assessment activities, as GAB shall reasonably require.
- 3.2** Accredited IB shall:
- At all times comply with the terms of this Agreement and with the relevant accreditation standards, accreditation procedure for IBs and applicable documents.
 - 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 GAB from time to time and such inspection activities are carried out in accordance with this Agreement and the relevant standard(s).
 - Use the accreditation symbol of GAB only on those inspection reports which fall within the scopes accredited by GAB. The accredited CAB shall only use the appropriate symbol or refer to GAB accreditation in the manner prescribed by GAB.
 - Pay to GAB any outstanding fees prior to accreditation and promptly pay all fees due to GAB, in accordance with the Fee Schedule issued by GAB 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 GAB considers to be misleading.
- f) Upon 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 inspection reports, and take such action with existing clients holding accredited inspection reports as GAB may require.
- g) Make it clear in all contracts with its clients and in guidance documents that an accredited inspection report issued by accredited IB in no way implies that inspection report issued is approved by GAB.
- h) Ensure that accredited inspection services shall not be used by itself or its clients for promotional or publicity purposes in any way that GAB considers to be misleading and take such immediate steps as GAB 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 to witness IB inspection team performing inspection at clients' site.
- j) Provide, on demand, or during assessments at any location all records/information relating to complaints, appeals and disputes related to inspection activities.
- k) Inform at the time of application and subsequently whenever there are changes, the countries in which the accredited IB is performing GAB accredited inspection activities and issuing inspection reports directly by IB or through sub-contractors.
- l) Inform at the time of application and subsequently whenever there are changes, the countries in which the accredited IB operates from local offices, and the nature of the legal relationship of such offices with the accredited IB.
- m) Inform if accredited inspection reports were issued in countries other than the country where the IB was assessed in previous assessments.

3.3 Accredited IB may use in documents, brochures, or advertising media, without variation, the phrases "a GAB accredited IB listed under registration number" and "listed in the GAB Register of IB under registration number".

3.4 Accredited IB shall inform GAB of any changes which it is planning, and which are likely to have impact on the accredited IB's conformity with this Agreement and the relevant standard(s) or otherwise, affecting or potentially affecting, the accredited IB's capability or scope of accreditation, as soon as possible, or, in any event, at least fourteen days prior to implementing any such planned change.

3.5 Accredited IB shall inform GAB of any planned/unplanned changes in its

- a) Legal, commercial, or organizational status,
- b) organization and management, for example key managerial staff
- c) policies or procedures, where appropriate
- d) location of its premises and offices
- e) personnel, equipment, facilities, working environment or other resources, where significant.
- f) capability of inspection of accredited scopes, or conformance with the requirements of the accreditation criteria.

3.6 Accredited IB shall inform GAB of other such matters that may affect or potentially affect the Accredited IB's capability, or scope of accredited activities, or conformity with the requirements in this Agreement or the relevant criteria standard(s).

3.7 GAB shall give due notice of any proposed changes relating to this Agreement to accredited IB. Accredited IB shall be given such reasonable time as is necessary to make any adjustments to its procedures under the proposed changes. Accredited IB shall notify GAB regarding the completion of such changes within the time fixed for such adjustments.

3.8 Any Accredited IB wishing to relinquish its GAB accreditation shall give at least ninety days written notice to GAB of its intent, stating the arrangements made for protection of clients holding accredited inspection reports, settlement of GAB fees, and the return of the certificate of accreditation. Relinquishing accreditation will not diminish its liability for the activities that have been performed prior to relinquishing its accreditation.

3.9 Any notice or other communication given or sent by GAB to Accredited IB 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 IB last known to GAB or by email to the email ID declared in its application and shall be deemed to be given at the time when the same would have been delivered.

3.10 Financial arrangements between an accredited IB and its client are not the responsibility of, and are not subject to the control of, GAB. However, information contained therein may be subject to audit by GAB.

4. APPEALS

4.1 Appeals will be considered only against an accreditation decision made by GAB. An accreditation decision is a decision by GAB to refuse, grant, curtail, suspend, or

withdraw accreditation or when GAB grants, or denies, an extension to scope. Such a decision by GAB shall stand and will be subject to hearing and disposal of appeal, if any.

- 4.2** Appeals in writing against a decision by GAB will be processed in accordance with the GAB Appeals Procedure. The Appeals procedure is made available to all CABs on request.

5. COMPLAINTS

- 5.1** Any complaint against GAB should be addressed to the President of GAB in writing.
- 5.2** Any complaint against President, GAB, should be addressed to Chairman, BOD.
- 5.3** Any complaints against Accredited IBs should be made to the President, GAB, in writing.

6. ASSIGNMENT

- 6.1** Except as otherwise agreed by the parties in writing, accreditation shall not be assigned to any other legal entity by the accredited IB.

7. LIABILITY

- 7.1** 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 GAB (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 GAB 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 IB.

8. FORCE MAJEURE

- 8.1** 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

- 9.1 Accredited IB undertakes to indemnify GAB against any losses suffered by or claims made against GAB because of misuse by Accredited CAB of any accreditation, licence or use of symbol granted by GAB because of any breach by Accredited IB of the terms of this agreement.

10. CONDITIONS GOVERNING THE USE OF ACCREDITATION SYMBOL

- 10.1 Accredited IB will be provided with and acknowledges receipt of “*Procedure - Use of GAB Accreditation Symbol by IBs*” and hereby agrees to comply with and to take all reasonable steps to ensure that compliance with this procedure is enforced.

11. APPLICABLE LAW AND JURISDICTION

- 11.1 This Agreement shall in all respects be construed and operate as an Agreement made in Qatar and in conformity with QFC Laws. The construction and validity of this contract shall be governed by QFC Legal process and is subject to the exclusive jurisdiction of QFC Legal process.

12. ARBITRATION

- 12.1 All disputes, differences or questions at any time arising between the parties as to the content of this agreement or as to any matter or things arising out of this Agreement or in any way connected herewith (which cannot be settled by mutual agreement) shall be referred to arbitration in accordance with QFC Legal system.

13. TERMINATION

- 13.1 These arrangements shall continue in force unless and until terminated:
- By either party upon 90 days written notice to the other.
 - Immediately by decision of the President, GAB, in accordance with GAB procedures as formally notified in advance of such a decision to the accredited IB as governed by clause 2.8 of this agreement.
- 13.2 At the date of termination GAB’s accreditation shall immediately cease to be valid but accredited IB will remain bound by the relevant conditions of this Agreement (i.e. clauses 2.10, 3.2(f), 9, 12).

14. LIST OF BRANCH OFFICES AND OTHER LOCATIONS

14.1 The list of branch offices and other key locations with key functions and addresses and contact details included in the accreditation shall be as appended in the Annexure to the accreditation certificate.

BOTH THE PARTIES HEREBY AGREE TO ABIDE BY THE TERMS AND CONDITIONS MENTIONED IN THIS DOCUMENT AGREEMENT.

IN WITNESS hereof and signed by the authorized representatives of both the parties.

GLOBAL ACCREDITATION BUREAU (GAB)

Sign: _____

Name:

Title: President

Date:

Sign: _____

Name:

Title:

Date: