

ACCREDITATION AGREEMENT

between:

Global Accreditation Bureau LLC “GAB”

and

.....

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THIS AGREEMENT is made on (effective from) between:

1. **GLOBAL Accreditation Bureau LLC “GAB”**, an independent organization, incorporated in Doha, as a Licensed company, whose registered office and physical office is at QSTP, Tech 1, Level 2, PO Box: 5523, Doha, Qatar

and

2., a company incorporated inwith registration number whose office is located at

1. INTRODUCTION

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

2. ACCREDITATION OF CONFORMITY ASSESSMENT BODIES (CABs) UNDERTAKING THIRD PARTY INSPECTION ACTIVITIES

- 2.1 Conformity Assessment Bodies offering third-party inspection activities are accredited against the International Standard ISO/IEC 17020:2012, other applicable standards, GHG programmes, ILAC policy and guidance documents and/or publicly available GAB Accreditation Criteria. Clarifications are issued by GAB from time to time to amplify or explain issues of relevance to Accredited CABs performing third-party inspection activities.

- 2.2** GAB will apply the criteria for accreditation and other applicable mandatory requirements of ILAC and other standards relevant to third-party inspection activities as applicable, consistently, and will provide suitably qualified personnel for assessment and surveillance of applicant and accredited CAB either by direct deployment of GAB's personnel which includes external resources or by sub-contract to any party approved by GAB.
- 2.3** A CAB applying for accreditation will undergo assessment by GAB (office assessment and witness assessments) to enable GAB's assessors to determine the competence of the CAB and its conformity with the applicable standard(s) against which accreditation is sought. If accreditation is granted, an accreditation certificate will be issued to the CAB.
- 2.4** An accreditation certificate is granted for a defined period on condition that the Accredited CAB.
- 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 pay such fees as are due to GAB.
- 2.5** The scope of accreditation, including the sectors and standards that are applied by the CAB for which it is seeking accreditation and offices covered, are set out in the schedule(s) to the accreditation certificate, which GAB grants to each CAB.
- 2.6** GAB will indicate how continuing conformity with the relevant standard(s) will be monitored in order that the CAB may maintain its accredited status. The frequency with which each CAB is subject to surveillance will be determined by GAB with reference to the scope and scale of the accredited inspection activities of CAB. GAB reserves the right to carry out additional or unscheduled surveillance or reassessment visits or visits to CAB's clients at intervals other than those predetermined as it may reasonably require. A full re-assessment of accredited CAB will normally be undertaken by GAB every four years.
- 2.7** If an Accredited CAB fails to comply with the terms of this Agreement, or any undertaking given to GAB, or 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 accreditation, impose a moratorium on the issue of inspection report with the GAB accreditation symbol, refuse 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 CAB, 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 CAB fails in any respects to comply with the law of the land, or
- C) If an Accredited CAB 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 will normally publish the revised fee structure for implementation with effect from the start of the next GAB financial year starting from 1 January in any year. Accredited CAB will be provided with an estimated proposal for each activity of GAB assessments as described in 2.6 above.

2.10 All information gained by GAB and its personnel in GAB's direct dealing with Accredited CAB, 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 CAB.

2.11 Accreditation should not be regarded as in any way changing the contractual responsibilities between the Accredited CAB and its clients. While accreditation is the indication of the integrity and competence of the Accredited CAB, it cannot be taken to constitute an undertaking by GAB that the Accredited CAB will maintain a specific level of performance for all its third-party inspection activities.

3. CONDITIONS TO BE MET BY ACCREDITED CAB

3.1 The Accredited CAB 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). The Accredited CAB shall also use reasonable endeavors to provide access to GAB assessors and experts to its customers' premises to conduct assessment activities, as GAB shall reasonably require.

3.2 The Accredited CAB shall:

- A) At all times comply with the terms of this Agreement and with the relevant accreditation standards and applicable 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 GAB from time to time and such activities are carried out in accordance with this Agreement and the relevant standard(s).
- C) 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 accreditation symbol or refer to GAB accreditation in the manner prescribed by GAB.
- D) 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 to 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 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 inspection report with accreditation symbol or any notation used to demonstrate its accreditation status on its reports.
- G) Make it clear in all contracts with its clients and in guidance documents that an inspection report issued by CAB with the accreditation symbol of GAB in no way implies that any inspection report issued by CAB is approved by GAB.
- H) Ensure that Accredited third-party 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 on their own or to witness the CAB audit team performing inspection activities at clients' site.
- J) Provide, on demand, or during assessments at any location all records/information relating to complaints, appeals and disputes related to third-party inspection activities.
- K) Inform at the time of application and subsequently whenever there are changes, the countries in which third party inspection is being performed and inspection reports are issued with GAB Accredited symbol issued directly by CAB or through sub-contractors.

- L) Inform at the time of application and subsequently whenever there are changes, the countries in which the accredited CAB operates from local offices, and the nature of the legal relationship of such offices with CAB.
- M) Inform if inspection reports are issued under GAB Accredited scopes in countries other than the country where the applicant CAB was assessed in previous assessments.
- N) Accredited CABs shall not issue an unaccredited inspection report for the inspection activity for which it is accredited by GAB.

3.3 The Accredited CAB may use in its documents, brochures, or advertising media, without variation, the phrases “a GAB Accredited CAB listed under registration number” and “listed in the GAB Register of CAB under registration number”.

3.4 The Accredited CAB shall inform GAB of any changes which it is planning, and which are likely to have impact on the Accredited CAB’s conformity with this Agreement and the relevant standard(s) or otherwise, affecting or potentially affecting, the Accredited CAB’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 The Accredited CAB 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 performing inspection activities as per the scopes granted, or conformance with the requirements of the accreditation criteria.

3.6 Accredited CAB shall inform GAB of other such matters that may affect or potentially affect the Accredited CAB’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 CAB. The Accredited CAB shall be given such reasonable time as is necessary to make any adjustments to its procedures under the proposed changes.

The Accredited CAB shall notify GAB regarding the completion of such changes within the time fixed for such adjustments.

- 3.8** An Accredited CAB 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 its 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 an Accredited CAB in connection with, or under, this Agreement, shall be deemed to be duly given or sent if dispatched by registered post to the address of the Accredited CAB 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 CAB 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, reduce, 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 CABs 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 CAB.

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 authorized (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 CAB.

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 The Accredited CAB undertakes to indemnify GAB against any losses suffered by or claims made against GAB because of misuse by the Accredited CAB of any accreditation, license or symbol granted by GAB because of any breach by the Accredited CAB of the terms of this agreement.

10. CONDITIONS GOVERNING THE USE OF ACCREDITATION SYMBOL

10.1 The Accredited CAB will be provided with and acknowledges receipt of the *Procedure for Use of GAB Accreditation Symbol* and hereby agrees to comply with and to take all reasonable steps to ensure that compliance with these *conditions* is enforced amongst its clients.

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 Qatar Laws. The construction and validity of this contract shall be governed by the legal process of Qatar and is subject to the exclusive jurisdiction of the applicable legal process of Qatar.

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 therewith (which cannot be settled by mutual agreement) shall be referred to the arbitration in accordance with the applicable Legal system of Qatar.

13. TERMINATION

- 13.1** 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 President, GAB, in accordance with GAB procedures as formally notified in advance of such a decision to the Accredited CAB 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 the Accredited CAB 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)

TUV NORD GULF (TNG)

Sign.:

Sign:

Name: Dr. Yousef Al Horr

Name: Mr. Kamal Wael

Title: Founding Chairman

Title: Chief Executive Officer

Date:

Date: