

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 in with 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 (CABs) operating certification of Persons and the standards and conditions to be met by Accredited CAB in the operation of schemes of certification of persons.
- 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) OPERATING CERTIFICATION OF PERSONS

- 2.1 Conformity Assessment Bodies operating schemes and offering certification of persons are accredited against the International Standard ISO/IEC 17024, other applicable standards and GACI mandatory 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 certification of persons under different certification schemes.

- 2.2** GAB will apply the criteria for accreditation and other applicable mandatory requirements of GACI 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 subcontract to any party approved by GAB.
- 2.3** A CAB applying for accreditation will undergo assessment by GAB 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 pays such fees as are due to GAB.
- 2.5** The scope of accreditation, including schemes of Certification of persons applied for 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 certification activities of CAB. GAB reserves the right to carry out additional or unscheduled, surveillance, re-assessment visits, or visits to CAB's clients at intervals other than those predetermined as it may reasonably require. A full reassessment 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, 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 certificates 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 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 fee structure is reviewed periodically and is subject to revision. GAB will normally publish the revised fee structure for implementation with effect from the start of the GAB financial 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 be divulged, subject to the law of the land, 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 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 certification of persons 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 endeavours 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 certificates (and schedules where applicable) 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 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 reduction, suspension, or withdrawal of accreditation, however determined, discontinue forthwith its use of any reference to affected 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 affected existing clients holding Accredited Certificates as GAB may require.
- G) Make it clear in all contracts with its clients and in guidance documents that a certificate issued by it in no way implies that any certification issued by CAB is approved by GAB.
- H) Ensure that Accredited Certification 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.
- J) Provide, on demand, or during assessments at any location all records/information relating to complaints, appeals and disputes related to its certification of persons activities.
- K) Inform at the time of application and subsequently whenever there are changes, the countries into which GAB Accredited certificates are 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 Accredited certificates issued in countries other than the country where the applicant CAB was assessed in previous assessments.
- N) Accredited CABs shall not issue an unaccredited certificate for certification of persons for the scope or scheme for which it is accredited by GAB.

3.3 The Accredited CAB may use, in 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, were significant.

- F) capability of performing Certification of Persons activities for accredited scope / schemes, 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 clients holding Accredited certification, 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 complaint 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/mark granted by GAB because of any breach by the Accredited CAB of the terms of this agreement.

10. CONDITIONS GOVERNING THE USE OF ACCREDITATION MARK

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 certified clients.

11. APPLICABLE LAW AND JURISDICTION

11.1 This Agreement shall in all respects be construed and operate as an Agreement made in Qatar in accordance 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 of GAB's accreditation this agreement 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)

Sign.:

Sign:

Name:

Name:

Title: Founding Chairman

Title:

Date:

Date: