

1. Services

- 1.1 UKAS will carry out assessment, surveillance and re-assessment of the Body to determine competence against the relevant national, European and international standard(s), using applicable UKAS, EA, IAF and ILAC Guidelines and/or other publicly available criteria (the Services).
- 1.2 UKAS undertakes to apply the criteria for accreditation consistently and to provide from its own staff or through sub-contractors suitably qualified personnel to perform the Services(s) at Clause 1.1 above. The Body will be notified of the assessment team in advance and any objections to individual members on reasonable grounds will, wherever possible, be accommodated.
- 1.3 Once UKAS is satisfied the Body is competent and meets all the requirements of the relevant standard(s), UKAS will issue a Certificate of Accreditation to the Body. The scope of the Body's accreditation will be set out in the schedule to the Certificate.
- 1.4 The Certificate remains in force for a defined period subject to, and on condition that the Body complies with, the terms of this Agreement.
- 1.5 Once accredited UKAS will indicate how continuing conformity with the relevant standard(s) will be monitored in order that the Body may maintain accredited status. The frequency of monitoring will be determined by UKAS, and depends on the scope and scale of the accredited activity of the Body (but the minimum requirement is normally annual surveillance and a full re-assessment every fourth year). In addition to the planned surveillance visits UKAS reserves the right to carry out additional or unscheduled surveillance visits, as it may reasonably require.
- 1.6 If, in UKAS' view, a Body fails to comply with the terms of this Agreement (including any undertakings given to UKAS), UKAS may suspend or withdraw accreditation, reduce the scope of accreditation, impose a moratorium on the issue of accredited certificates or extensions to scope, require re-assessment or impose such other sanctions as are appropriate and legal. Withdrawal of accreditation will not be imposed unless the

Body fails to carry out the actions required to maintain accreditation in the requisite timescales as notified in writing by UKAS.

- 1.7 Accreditation does not in any way change the contractual responsibilities between the Body and its clients. While accreditation is an indication of the integrity and competence of the Body, it cannot be taken to constitute an undertaking by UKAS that the Body will maintain a particular level of performance.

2. Service Requirements

The Body undertakes:

- 2.1 To supply UKAS with all information and facilities and to afford UKAS such reasonable access and co-operation as, in each case, is necessary to enable it to provide the Service(s).
- 2.2 To use reasonable endeavours to provide access for UKAS representatives to relevant areas of its clients' premises to conduct assessment of the Body's activities.
- 2.3 At all times to comply with the terms of this Agreement and with the relevant standards.
- 2.4 Not to use its accreditation in such a manner as to bring accreditation into disrepute, and to take appropriate steps to correct any statement used by itself and/or its clients which UKAS considers to be misleading.
- 2.5 To make it clear in all contracts with its clients and in guidance documents that a certificate or report issued by it in no way implies that any product, service or management system certified is approved by UKAS.
- 2.6 To comply at all times with the requirements set out by the Department of Trade and Industry covering conditions for use of national accreditation marks and to take all reasonable steps to ensure that compliance with these Conditions is enforced amongst its clients and to make reference to UKAS accreditation in the prescribed manner.
- 2.7 To inform UKAS of any planned changes which may bear upon the Body's conformity with this Agreement and the relevant standard(s) or may otherwise affect, or potentially

affect, the Body's capability or scope of accreditation, including but not limited to the following changes:

- (a) ownership
- (b) legal, commercial or organisational status
- (c) key organisation or management capabilities
- (d) personnel, equipment, facilities, working environment or other resources, where significant
- (e) premises.

2.8 Upon withdrawal of accreditation, however determined, to withdraw all material referring to its accreditation.

2.9 If operating as an inspection body and/or laboratory:

- (a) to undertake any reasonable check inspections, calibrations or tests to enable UKAS to verify the inspection, calibration or testing capability of the Body or, where appropriate, to participate in such measurement audit and/or proficiency testing programmes as may be prescribed by UKAS;
- (b) to prepare, pack and despatch inspection samples, test pieces or other items needed by UKAS or by its client for verification purposes;
- (c) to afford its client or his representative reasonable co-operation to facilitate monitoring of the performance of the Body in relation to the contract with the client, including affording access (subject to confidentiality of work for other clients) to relevant areas of the Body's premises for witnessing or checking the inspections, calibrations or tests performed for its client.

2.10 If operating as an inspection body:

- (a) to ensure that all safety-related incidents related to the scope of accreditation that are reported by clients or other parties such as enforcing authorities are recorded and investigated and appropriate corrective action taken;
- (b) to provide UKAS, promptly, with details of safety-related incidents within the scope of the Body's accredited activities where compliance with the relevant

standards has not been maintained and the incident may lead to enforcement action against the Body;

- (c) to notify UKAS of the details of all enforcement actions taken by regulatory authorities against the Body which relate to the scope of its accreditation.
- 2.11 To assist UKAS in the investigation and resolution of any properly authenticated complaints made by third parties about the Body's accredited activities.
- 2.12 To pay such fees and charges as are due to UKAS in accordance with the fee schedule issued by UKAS from time to time.

3. Confidentiality

- 3.1 UKAS, its officers, employees and agents agree to maintain as confidential and not to use or disclose to any third party, any information derived from the Body in connection with the Services without the consent of the Body, except
- (a) any information which was in the possession of UKAS prior to its disclosure by the Body;
 - (b) any information which is or shall lawfully become part of the public domain, or obtained by UKAS from a source independent of the Body, or
 - (c) any information which otherwise may be required to be made available to any court, fiscal or regulatory authority.

4. Health & Safety

- 4.1 The Body shall ensure that UKAS employees and agents, when attending the Body's or its customers' sites for assessment purposes, are provided with such personal protective equipment (PPE) as may be necessary to reduce risks to an acceptable level and meet any applicable legal requirements.

5. Liability

- 5.1 In providing the service(s), information or advice, neither UKAS nor any of its officers, employees or agents warrants the accuracy or completeness of any

information, review, audit, accreditation or advice supplied. Except in respect of death or personal injury caused by UKAS' negligence or as set out herein, neither UKAS nor any of its officers, employees or agents (on behalf of each of whom UKAS has agreed this clause) shall be liable to the Body for any loss of profit or any indirect, special or consequential loss, damage, costs or expenses or other claims (whether caused by the negligence of UKAS, its officers, employees or agents or otherwise) which arise out of or in connection with the provision of the services or their use by the Body by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law or under the express terms of this Agreement, and the entire liability of UKAS under or in connection with this Agreement shall not exceed the higher of £25,000 or the agreed annual fee.

6. Indemnity

- 6.1 The Body undertakes to indemnify UKAS against any losses suffered by or claims made against UKAS as a result of misuse by the Body of any Certificate of Accreditation or licence to use any accreditation mark granted by UKAS or as a result of any breach by the Body of the terms of this Agreement.

7. Appeals

- 7.1 Appeals will be considered only against an accreditation decision made by UKAS. An accreditation decision is a decision by UKAS to grant, curtail or withdraw accreditation or when UKAS grants or denies an extension to scope. Such a decision by UKAS shall stand pending hearing of any appeal.
- 7.2 Appeals will be processed in accordance with the UKAS Appeals Procedure. The Appeals Procedure is available on request.

8. Termination

- 8.1 This Agreement shall continue in force unless and until terminated by either party by giving 90 days' written notice to the other.
- 8.2 Where notice is given by a certification body, the Body shall state the arrangements made, on termination, for the protection of clients holding accredited certification.
- 8.3 At the date of termination of this Agreement any Certificate of Accreditation granted hereunder shall immediately cease to be valid.
- 8.4 Any termination of this Agreement however caused shall be without prejudice to any rights or liabilities of the parties which have been accrued on or before the date of termination, but neither party shall have any rights to require performance of or liabilities to perform this Agreement after such date. Upon termination of this Agreement for any reason:
- (a) notwithstanding any other provisions of this Agreement, the terms of this clause 8 and clauses 3 (confidentiality), 5 (liability) and 6 (indemnity) shall continue in force in accordance with their terms; and
 - (b) all fees and charges accrued (but unpaid) pursuant to this Agreement shall forthwith become due and payable.

9. Force Majeure

- 9.1 No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed as set out in this Agreement 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 arises from causes reasonably beyond the control of such party.

10. Assignment

- 10.1 Except as otherwise agreed by the parties in writing this Agreement shall not be assigned in whole or part.

11. Third parties

- 11.1 No person (other than officers, employees or agents of UKAS) who is not a party to this Agreement has or should have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement and no consent of any person who is not a party shall be required under that Act to any cancellation or variation of this Agreement.

12. Law and jurisdiction

- 12.1 This Agreement shall be governed and construed in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English courts.