

UKAS Customer Agreement Issue No.4 – FAQ and Summary of Changes

Introduction

The UKAS Customer Agreement which forms the contractual arrangement between UKAS and its Customers has been updated. The UKAS Customer Agreement Issue No.4 has been finalised following consultation with customer representative bodies and other UKAS Stakeholders.

The aim of this document is to assist customers in reviewing UKAS Customer Agreement Issue No.4. This document provides information including:

- Frequently Asked Questions (FAQ) on the updating of the UKAS Customer Agreement Issue No.4 and process for signing
- A tabular summary of the changes made with reference, where relevant, to the respective clause in Issue No.3 of the UKAS Agreement.
- Frequently Asked Questions regarding specific clauses in Issue No.4 of the UKAS Customer Agreement

This document does not form part of the UKAS Customer Agreement Issue No.4 and should not be relied upon as a definitive guide to interpretation. Customers are advised to take their own independent legal advice.

Frequently Asked Questions – (Agreement update and signing)

1. What prompted the UKAS Customer Agreement to be updated?

There have been several factors which have prompted the update including:

- changes because of the UK leaving the EU
- updates to refer to new or updated legislation relevant to the services UKAS provides
- the COVID-19 pandemic highlighted some areas which needed updating to deal with similar situations in the future
- updates to help ensure the Customer Agreement can function as intended.

2. Who has UKAS consulted with during the update?

UKAS has consulted with the members of our Policy Advisory Council, Policy Advisory Forum and Healthcare Steering Group. Members of these bodies represents a spectrum of stakeholders with interest in accreditation, they also include several customer representative organisations/groups. All members had the opportunity to provide feedback on the draft agreement.

3. When does a signed copy have to be returned to UKAS?

Copies need to be signed via DocuSign by 28th February 2023. Customers who do not return a signed UKAS agreement by 28th February 2023 will be deemed to agree to the terms of the agreement unless they resign their accreditation.

4. Who should the UKAS Customer Agreement be signed by?

The agreement needs to be signed by a person at your organisation who has the authority to bind your organisation to the terms of the agreement. Normally, this would be a Company Director, Company Secretary, Trustee (for charities), Senior Officers of the Company or in the case of public bodies an individual of sufficient seniority.

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5. I do not have the authority to sign my organisation up to the agreement how do I forward the DocuSign request?

Within the DocuSign request, on the drop down 'Other Actions' you can select 'Assign to Someone Else' and enter the email of the individual who the agreement needs to be signed by. See [DocuSign support page](#)

6. Some of the pre-populated information about my organisation in the DocuSign request is incorrect, how do I get it corrected?

Customers can edit all pre-populated information apart from their Customer Number and the date of UKAS's signature of the Agreement.

Please note that for longstanding UKAS customers your Customer Number and Accreditation Number may not be identical. Only your Customer Number is quoted on the agreement.

7. How will my organisation get a copy of the signed version of the UKAS Customer Agreement?

Once you have signed the agreement via DocuSign a copy will be emailed to you via DocuSign.

8. Is it possible to make modifications to the UKAS Customer Agreement that are bespoke to our organisation?

As the sole national accreditation body for the UK, it is important that UKAS treats all customers fairly and that our terms are equitable. As such it is not appropriate or cost effective to have agreements which vary between customers receiving the same service.

UKAS has consulted with our stakeholders including those that represent our customers to ensure that the agreement is fair and proportionate for the services we provide to a broad range of customers and sectors.

If you have queries regarding any of the content of the agreement, which are not answered by this FAQ, please send to ukasagreements@ukas.com. Please note that responses to queries are likely to take at least 10 business days.

9. We have multiple accreditations from UKAS do we need to sign a customer agreement for each one?

One agreement is needed for each registration with UKAS, each registration has a unique Customer Number and accreditation for multiple standards can be held under one registration.

If your organisation has several registrations with UKAS for one legal entity, or several legal entities which each hold accreditation, then a separate agreement will need to be signed for each registration.

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10. What happens if my organisation declines to sign the new UKAS Customer Agreement?

The UKAS customer agreement provides the contractual basis for UKAS to provide accreditation to your organisation. If your organisation refuses to sign the new customer agreement then, unfortunately, UKAS will no longer be able to provide accreditation to your organisation.

Please note that after 28th February 2023, Customers who have not returned a signed UKAS agreement, or otherwise entered into discussions with UKAS with an aim to sign the agreement, will be deemed to have agreed to the terms of the agreement unless they resign their accreditation.

11. Our organisation only has a signed copy of version 2 of the agreement, how can we obtain a copy of version 3 for comparison?

Version 2 and version 3 of the agreement are almost identical, the difference being references to European regulations and other related items that were changed because of the UK leaving the EU. Existing customers were not required to sign the updated agreement but instead were provided with a notice of variation covering these changes.

For the purposes of comparing clauses with Version 4 of the Customer Agreement, both versions 2 and 3 have identical clause numbering, so both are valid for comparison.

Summary of Changes

Note: there has been reformatting and rewriting of some parts of the agreement, so the numbers of clauses in the UKAS Customer Agreement Issue No. 4 do not exactly correlate to those in the UKAS Agreement – Issue No. 3. The table below provides a summary of the changes that have been made from the previous version of the agreement, including cross references Issue No.3 and Issue No.4 of the Agreement. This summary does not provide the full details of every change or update to the Agreement.

PLEASE NOTE: the following information is provided to assist our customers in navigating UKAS Customer Agreement Issue No. 4, but this document should not be used as a definitive guide to interpretation and forms no part of the contractual relationship between customers and UKAS. Customers must ensure that they read and understand the UKAS Customer Agreement Issue No.4 fully before signing.

Issue No.4 Clause/Definition	Issue No.3 Clause/Definition	Summary of Changes
Schedules		
A	New	Schedule A covers the requirements and responsibilities for the UKAS CertCheck Database which currently is relevant to ISO/IEC 17021-1 Accredited Certification Bodies only.
Introduction		
A & B	A & B	Updated as a result of BREXIT
1. Definitions and Interpretation		
1.1	1.1	No Material change
Accreditation	Accreditation	No Material change
Advertising Media	New	Defined to aid clarity
Agreement	Agreement	No material change

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Issue No.4 Clause/Definition	Issue No.3 Clause/Definition	Summary of Changes
Approved (or otherwise designated) Body	Notified (or otherwise designated) Body	Updated as a result of BREXIT
Assessment	New	Defined to aid clarity
Business Day	Business Day	No material change
Certificate	Certificate	No material change
Competent Authority	New	Defined to aid clarity
Competent Authority Guidelines	Competent Authority Guidelines	Updated as a result of BREXIT
Conformity Assessment Body	Conformity Assessment Body	No material change
Customer site	New	Defined to aid clarity
EA	EA	No material change
EA Requirements	EA Requirements	No material change
IAF	IAF	No material change
IAF Requirements	IAF Requirements	No material change
ILAC	ILAC	No material change
ILAC Requirements	ILAC Requirements	No material change
Improvement Action	New	Defined to add clarity and support inclusion of process for of notification to UKAS by the CAB of any significant non-conformity
Insolvency Event	New	Defined to aid clarity
MOU	MOU	No material change
Notice	Notice	No material change
Parties	Parties	No material change
EU Exit Regulations	New	Defined to aid clarity
Recognised Accreditation Body	New	Defined to aid clarity
Secretary of State	Secretary of State	No material change
Significant Nonconformity	New	Defined to add clarity and support inclusion of process for of notification to UKAS by the CAB of any significant non-conformity
Standard(s)	Standard(s)	No material change
Symbol	New	Defined to aid clarity
UK Accreditation Regulations	UK Accreditation Regulations	Updated as a result of BREXIT
UK Notified (or otherwise designated) Body	Notified (or otherwise designated) Body	Updated as a result of BREXIT
UKAS Annual Charges	UKAS Annual Charges	No material change
UKAS Business Year	UKAS Business Year	No material change
UKAS customer	New	Defined to aid clarity
UKAS Requirements	UKAS Requirements	No material change
UKAS Terms of Business	UKAS terms of Business	No material change
UKAS Website	New	Defined to aid clarity
Witness Assessment	New	Defined to aid clarity
1.2	1.2, 1.3, 1.4	Updated to clarify that references to statute, regulation of statutory provision include

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Issue No.4 Clause/Definition	Issue No.3 Clause/Definition	Summary of Changes
		reference to any amendment or subordinate legislation.
1.3	1.5	No material change
1.4	12	Updated to remove the need to serve formal notice for issues such as address change. Facsimile removed as a route for serving notice, details included of when email may be used to serve notice.
1.5	1.6	Updated to clarify how UKAS may 'notify' customers and how customers may 'notify' UKAS (for all matters barring termination)
1.6	New	Added to include the location of the privacy notice
2. Obligations and Responsibilities of UKAS		
2.1	2.1	No material change
2.2	New	Added reciprocal requirement with both parties having to treat each other's representatives with respect
2.3	2.2	No material change
2.4	2.3	Updated to clarify the timeframes for notification of assessment team members when assessment occurs within 10 business days from notification
2.5	New	Added to clarify UKAS responsibilities for processing an application
2.6	New	Added to clarify UKAS responsibility if assessment or certificate issue is delayed
2.7	2.4	No material change
2.8	2.5	Updated to clarify that the Customer remains solely responsible for their own actions and their responsibilities to their clients and that holding accreditation does not change this in any way.
2.9	2.6	No material change
3. Obligations and Responsibilities of the Customer		
3.1	3.2.1, 3.2.2	Updated to clarify requirement that the Customer agrees to uphold the obligations of the agreement and to act on notifications of the need to change.
3.2	New	Added requirement to ensure customer is solvent at time of entering into contract
3.3	3.2.3, 3.2.4	Updated to clarify timeframes for responses to information request, including the need to provide evidence on integrity and competence
3.4	New	Added requirements for treating UKAS representatives with respect, cooperation, informing UKAS, and providing true and

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Issue No.4 Clause/Definition	Issue No.3 Clause/Definition	Summary of Changes
		accurate information. Additionally, that the customer will notify UKAS if it unable to action a mandatory improvement action in the agreed timeframe.
3.5	3.2.5	No material change
3.6.1 – 3.6.3	3.2.6, 3.2.7	Updated to clarify obligation to take reasonable actions to correct misleading statements. Broadened to include statements made by staff and associates
3.6.4	New	Added requirement for Customer to ensure it keeps up to date with UKAS publications.
3.7	3.3	No material change
3.8	New	Added requirement to clarify that the Customer must record and act on any nonconformities – howsoever identified – and to make the records of these available to UKAS.
3.9	3.3	Updated to clarify the requirement for Customers to notify UKAS of any <u>significant</u> nonconformity. This clause Includes criteria for identifying a <u>significant</u> nonconformity and identifies that significant nonconformities may be a potential failure to maintain accreditation.
3.10	New	Added requirement for Customer to notify any interested third parties of any significant nonconformity
3.11	3.4	Broadened to not just be related to safety incidents
3.12	3.5	No material change
3.13	3.6	No material change
3.14	3.7	No material change
3.15	3.8	No material change
3.16	New	Added expectation on fair and equitable business practice by the customer.
3.17	New	Added expectation that customers ensure (as far as reasonable) that its clients business practices are fair and equitable
4. Customer Restrictions		
4.1	3.2.7, 3.2.8, 3.2.9	Updated to outline customer’s responsibility to uphold the integrity of accreditation and to provide clarity that accreditation is awarded to the customer solely.
4.1.1	New	Added requirements on the Customers use of accreditation symbols.
4.1.2	3.2.8, 3.2.9	Updated to clarify requirements on use of the term ‘accreditation’.

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Issue No.4 Clause/Definition	Issue No.3 Clause/Definition	Summary of Changes
4.1.3	New	Added Customer requirement to not to permit others to use the accreditation awarded to the Customer for their own benefit.
4.1.4	3.2.8	Updated to clarify requirements that the Customer not claim to be accredited for something they are not accredited by UKAS (or other equivalent bodies) for.
4.2	New	Added to clarify when there may be exceptions on use of the term 'accreditation'.
4.3	New	Added to clarify process for obtaining UKAS agreement to the use of the term 'accreditation'.
4.4	New	Added requirement for Customer to recognise that holding accreditation does not remove its obligations to its own clients nor can the presence of accreditation be used to justify practises (unknown to UKAS) that would have resulted in UKAS not awarding accreditation.
4.5	New	Added to clarify that the Customer cannot claim or imply that the accreditation they hold is in any way better than that held by another accredited body.
5. Customer breaches		
5.1	2.7, 2.8	Updated to clarify the requirements should UKAS identify that there has been a breach of accreditation or agreement requirements by the Customer.
5.2	New	Added to clarify the actions that UKAS may take if a customer fails to take remedial action within reasonable timeframes.
5.3	2.9	No material change.
6. Confidentiality		
6.1	4	No material change.
6.1.1	4.1	No material change.
6.1.2	4.2	No material change.
6.1.3	4.3	No material change.
6.1.4	4.4	No material change.
6.1.5	New	Added to stipulate that UKAS's confidentiality obligations do not apply where there has been a <u>significant</u> nonconformity and/or other customer failure and the customer has not informed any interested parties.
6.2	New	Added to confirm confidentiality continues after termination of agreement and for how long.
7. The UKAS Terms of Business		
7.1	5.1	No material change.

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Issue No.4 Clause/Definition	Issue No.3 Clause/Definition	Summary of Changes
7.2	New	Added to clarify that customer agrees to comply with UKAS terms of business.
7.3	5.2	No material change.
8. Health and Safety		
8.1	6	Updated to clarify that customer can provide PPE or inform UKAS of PPE needed. Included requirement for customer to hold relevant insurance.
8.2	New	Added to clarify that UKAS has no liability for assessments cancelled on health and safety grounds that were the responsibility of the customer and that customer is liable for any associated costs related to cancelled events.
8.3	New	Added to clarify expectations and liabilities on customer in the case of a customer breach of clause 8.
9. UKAS Liability		
9.1	7.1	No material change.
9.2	7.3	Updated to clarify that UKAS holds no liability when its decisions/actions are based on false, misleading, or incomplete documentation or information from the client.
9.3	7.4	No material change.
9.4	7.4	No material change.
10. Customer Liability and Indemnity		
10.1	New	Added to clarify that the Customer is liable for UKAS costs if Customer fails to attend an assessment.
10.2	8	Updated to clarify Customer indemnity to UKAS in cases of breach of terms of the agreement or misuse of accreditation.
10.3	7.2	No material change.
11. Complaints		
11.1	9.1	No material change.
11.2	9.2	Updated to clarify that investigation of complaints made by third parties against a customer may incur costs to the customer.
12. Appeals		
12.1	10	Updated to reference the relevant regulations.
13. Termination		
13.1	11.1	Updated to standardise on 90 days' notice regardless of status.
13.2	New	Added to clarify that in circumstances of a withdrawal of accreditation due to customer breach this will invoke termination of the agreement.

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Issue No.4 Clause/Definition	Issue No.3 Clause/Definition	Summary of Changes
13.3	11.2	Updated to clarify the circumstances that could result in termination of the agreement with immediate effect.
13.4	11.3, 11.4	No material change.
13.5	11.5	No material change.
13.6	11.5	No material change.
14. Force Majeure		
14.1	New	Added to clarify that parties not responsible for delays caused by events beyond their reasonable control.
14.2	New	Added to clarify that UKAS is under no obligation to extend time limits for the customer.
15. Subcontracting		
15.1	14	No material change.
16. Assignment		
16.1	15	Updated to add the ability for UKAS to assign invoicing or collection of fees.
17. Third Parties		
17.1	16	No material change.
18. General		
18.1	13	No material change.
18.2	New	Added to clarify that neither party loses ability for right or remedy because they don't enact it immediately or do so only in part.
18.3	New	Added to clarify that the Agreement does not allow either party to enter into arrangements on behalf of the other party.
18.4	New	Added to clarify that the Customer acknowledges that there is not some information provided by UKAS outside of the agreement they are relying on to sign it.
18.5	New	Added to clarify that in the event of conflict between other UKAS publications and this Agreement, that this Agreement has precedence.
18.6	New	Added to clarify that this Agreement supersedes previous version and details of route for alternations.
19. Law and Jurisdiction		
19.1	17	No material change.
20. Warranty of Authority and Agreement		
20.1	3.1	Added to require that the customer warrants that it will comply with the agreement.

Frequently Asked Questions – (Agreement Clauses)

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1. Clause 2.4 – Why is a minimum notification timeframe prior to an assessment not stated.

In most cases UKAS assessments are booked several months ahead of occurring, and notification of the assessment team will happen alongside the scheduling, giving several months advance notification. However, in some circumstances assessments are booked at very short notice in these cases a defined period may not be appropriate. Additionally, some UKAS assessments are unannounced, and, in these cases, prior notification of the assessment team is not appropriate.

2. Clause 2.5 – Why is not standard timeframe for arranging assessment following application stated?

The timeframes in which assessments can be arranged depend on many factors, including the availability of technically competent resources for the scope of activities applied for, many of whom are not permanent members of UKAS staff. As such it is not possible to determine the timeframe for assessment until the application is reviewed and assessment team members appointed.

3. Clause 3.4.7 – Why is there no stated timeframe in which the CAB needs to respond to improvement actions?

Normal timeframes are defined in UKAS publication GEN-1, these being 1 month for improvement actions raised in relation to existing accredited activities and 3 months for improvements actions related to activities for which accreditation is sought. However, in some cases timelier responses may be needed, for example when the matter needs addressing urgently. Or longer timeframes may be appropriate when considering key resource availability. Timeframes are communicated to the CAB by the assessment team.

4. Clause 3.6.3 – This clause states that nothing stated or done by the CAB implies approval by UKAS. I thought UKAS approved our work, is that not the case?

UKAS accredits organisations, this accreditation demonstrates that the organisation can conduct stated activities competently, independently, impartiality and in accordance with recognised standards. However, UKAS does not check each individual piece of work conducted by the organisation and as such we do not approve the work undertaken.

5. Clause 3.6.4 – How does UKAS ensure that customers are notified of changes to its policies and publications and those of related bodies such as EA, ILAC and IAF?

An area of the UKAS website is dedicated to relevant publications for Customers (<https://www.ukas.com/resources/publications/>) these are split down by CAB type. Publications are updated monthly, and primary contacts of customers are sent an email summarising changes. This area also includes publications for consultation where UKAS places all new and updated publications for consultation prior to finalisation and issue. Relevant EA, ILAC and IAF publications are also highlighted via this area of the website.

6. Clause 3.9 – Why has UKAS needed to include this clause around significant non-conformities?

Our previous agreement included a requirement for Customers to notify UKAS of significant non-conformities. For clarity, we now define significant non-conformities and set the expectation to report to UKAS proactively.

7. Clause 3.10 – Can UKAS provide a definitive list of who interested parties will be?

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No. Interested parties will differ from case to case depending on the work that has been done and when the significant non-conformity was identified.

When a significant nonconformity is identified the Customer is responsible for identifying those interested parties and determining how best to inform them of what has occurred and what it means for them.

8. Clause 3.10 – When should interested parties be notified, can it be done after the significant nonconformity has been corrected?

It is not appropriate for a customer to wait until the significant nonconformity has been corrected before they contact the interested parties. It is important that interested third parties are aware as soon as possible so they can take appropriate and timely action themselves.

When a nonconformity is initially identified it may or may not be immediately apparent that it is significant. Significance may be determined as part of the investigation of the nonconformity. The customer should identify and then notify interested parties as soon as practicable following identification that a nonconformity is significant.

9. Clause 3.10 – Can a customer notify UKAS of the significant nonconformity and then UKAS notifies the interested parties?

No. The customer is primarily responsible and best placed to identify who the interested parties are and, in many cases, will already have an existing relationship with the interested party. Interested parties may also have follow on questions which the customer is best placed to answer. It is important that the customer is involved in the dialogue with interested parties around dealing with the potential impacts of a significant nonconformity arising from the customer's accredited work.

Should the customer wish to discuss the potential interested parties and planned communications with UKAS prior to informing the interested parties this is possible but not essential.

10. Clause 4.1.3 – What if any reference can Associates make to the Customer's accreditation?

The definition of "Associate" appears in the Customer Agreement. Associates can make reference to the accreditation that the Customer holds but the reference must be clear that the accreditation is held by the Customer and not themselves. At no point must the subsidiary or agency claim or imply that they directly hold accreditation from UKAS either explicitly or through omission of details linking the information about accreditation to the Customer.

11. Clause 5.2.6 – What does "...publish the facts, but not the specifics of the Customer failure..." mean?

When sanctions are in place on an accredited organisation UKAS must publish this fact, such that anyone using or planning to use the accredited services of that organisation is aware. When we publish the fact of a sanction (Suspension or Withdrawal) UKAS will only state that accreditation is suspended (Voluntarily, Imposed or Financial) or withdrawn and the dates which that sanction occurred and, where relevant, when it was reinstated.

UKAS may also need to respond to media enquiries regarding the sanction of an accredited organisation. When responding to such enquiries, UKAS will adopt a similar approach, providing factual information on what sanction was applied (Suspension or Withdrawal), and when, and any

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explanation of what that means in terms of the sanctioned organisation's ability to provide accredited services.

12. Clause 6.1.5 – Does 'public' include a customer's employees and clients?

Yes.

13. General – Does UKAS have standard turnaround times and SLAs?

The UKAS Customer Agreement outlines the responsibilities and obligations of UKAS and the Customer in relation to how Accreditation is delivered, used and referenced. Clause 2.5 outlines UKAS's responsibilities to inform customers of timeframes and keep the Customer informed of changes to those timeframes. UKAS publication GEN 1 provides expected turnaround times for key parts of the accreditation and assessment process.