



TERMS AND CONDITIONS OF ACCREDITATION

APPROVED BY:	CHAIRMAN
REVISED BY:	ACCREDITATION APPROVAL COMMITTEE
DATE OF APPROVAL:	05.01.2021
DATE OF IMPLEMENTATION:	20.01.2021

	TERMS AND CONDITIONS OF ACCREDITATION	Doc. No: ACCB-TC-A/01
		Rev. No.: 0.00 Eff. Date: 20.01.2021

CONTENTS:		
SEC	PARTICULARS	PAGE NO.
1.	DEFINITIONS	4
2.	PURPOSE, SCOPE AND APPLICATION	10
3.	ACCREDITATION	10
4.	FEES	11
5	APPLICATION	11
6	ASSESSMENT VISITS	13
7	ACCESS AND COOPERATION	14
8	TERMINATION OF ASSESSMENT	15
9	DURATION OF ACCREDITATION	16
10	THE ACCREDITATION CERTIFICATE & SYMBOL	16
11	POST ACCREDITATION SERVICES	17

12	RENEWAL OF ACCREDITATION	17
13	APPEALS	18
14	SUSPENSION AND WITHDRAWAL OF ACCREDITATION	18
15	TERMINATION OF TERMS AND CONDITIONS	20
16	CONFIDENTIALITY AND IMPARTIALITY	21
17	TRANSFER OF ACCREDITATION	21
18	CESSION	22
19	LIABILITY OF ACCB	22
20	INDEMNITY	22
21	DISPUTE RESOLUTION	22
22	ACCREDITATION SYMBOL	24
23	GOVERNING LAW	25
24	FORCE MAJEURE	25
25	AMENDMENT RECORD	26
25	GENERAL	26

1. DEFINITIONS

1.1 The headings to the clauses of these Terms and Conditions are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the terms of these Terms and Conditions

1.2 Unless inconsistent with the context, the words and phrases set forth below shall bear the following meanings:

1.2. 2 “**Accreditation**” shall mean third-party attestation related to a AB conveying formal demonstration of its competence to carry out specific conformity assessment tasks;

1.2.2.1 “**Accredited Body**” shall mean an organization or facility that has been accredited by ACCB.

1.2.3 “**Accreditation Body**” shall mean an authoritative body that performs Accreditation;

1.2.4 “**Accreditation Certificate**” shall mean a formal document or a set of documents, stating that Accreditation has been granted for a defined scope;

1.2.5 “**Accreditation Cycle**” shall mean the period of validity of the Accreditation Certificate, commencing on the date on which Accreditation is granted, and ending on the date on which Accreditation ceases to be effective for whatever reason, including, expiration, Withdrawal or suspension;

1.2.6 “**Accreditation Process**” shall mean the process of evaluating a AB’s compliance with the requirements of Accreditation, which process shall commence upon the receipt of an Application Form from a AB and shall end at the end of the Accreditation Cycle;

1.2.7 “**Accreditation Requirements**” shall mean any and all requirements relating to Accreditation, including those specified in any accreditation standard, guide, regulation and document which applies to a AB, the Act and any policies, procedures and requirements of ACCB which is applies to a AB.

1.2.8 “**Accreditation Symbol**” shall mean a symbol issued by ACCB to an Accredited Body to indicate its Accreditation status;

1.2.9 “**Act**” shall mean the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act;

1.2.10 “**Adverse Decision**” shall mean any decision made by ACCB that impedes the attainment of Accreditation, including a refusal to accept an Application, a refusal to proceed with an Assessment, corrective action requests, changes in the Accreditation scope or a decision to deny, suspend or withdraw Accreditation Status;

1.2.11 “**Applicant**” shall mean any juristic person who has submitted an Application to ACCB in terms of clause 5.1 below;

1.2.12 “**Application**” shall mean an application made in terms of the Application Form for Accreditation and shall include a Re-Application;

1.2.13 “**Application Form**” shall mean the form prescribed by ACCB for use by a AB for the purpose of making Applications, including all the required supporting documentation as specified in the application form, which form is available at www.accreditationboard.org

1.2.14 “**Assessment**” shall mean a process undertaken by an Accreditation Body to assess the competence of a AB, based on a particular standard(s) and/or other narrative documents and for a defined scope of accreditation, which process shall involve assessing the competence of the entire operations of a AB, including the competence of the personnel, the validity of the conformity methodology and the validity of the conformity assessment results;

1.2.15 “**Assessment Personnel**” shall mean an appropriately qualified person(s) assigned by ACCB to, alone or as part of an Assessment team, perform an Assessment or a person(s) assigned by ACCB to advise ACCB on Accreditation decisions or give technical input;

1.2.16 “**Business Day**” shall mean any day other than a Saturday & Sunday or an official/public holiday.;

1.2.17 “**AB**” shall mean a conformity assessment body, which is a body that performs Conformity Assessments and that can be the object of Accreditation and shall include an Applicant and/or Accredited Body, which shall in turn include calibration, testing and verification laboratories, certification bodies, inspection bodies, rating agencies and any other type of body that may be added to ACCB’ scope of activity;

1.2.18 “**Certification Body**” shall mean an organization that certifies other organizations in respect of the compliance of their management systems, schemes or products with recognized specifications or standards;

1.2.19 “**Client**” shall mean the recipient of services from an Accredited Body AB;

1.2.20 “**Combined Mark**” shall mean, collectively, the Accreditation Symbol;

1.2.21 “**Confidential Information**” shall mean any information designated as confidential information in the relevant Accreditation Requirements;

1.2.22 “**Conformity Assessment**” shall mean the demonstration that specified requirements relating to a product, process, system, person or body are fulfilled;

1.2.23 “**Consult**” shall mean to provide any service that assists an entity to implement a system or any element of a system including;

1.2.23.1 implementation in ownership, management control, employment equity, skills development, preferential procurement, enterprise development and corporate social investment;

1.2.23.2 providing specific solutions and assisting the entity to implement the proposed solutions;

1.2.23.3 coaching or facilitating an entity towards the development and implementation of activities leading to compliance;

1.2.23.4 preparing or producing manuals, or procedures;

1.2.23.5 participating in the decision-making process regarding the management system; and

1.2.23.6 giving specific advice on the development and implementation of the management system;

1.2.24 “**Expert**” shall mean an appropriately qualified person(s) assigned by ACCB to provide specific knowledge or expertise with respect to the scope of Accreditation to be Assessed;

1.2.25 “**Extraordinary Assessment**” shall mean an unscheduled or unannounced Assessment conducted over and above a scheduled Assessment to follow up on the investigation and resolution of a complaint against a AB or to follow up on significant changes in relation to a AB which may have an effect on the AB’s Accreditation Status;

1.2.26 “**Extraordinary Circumstance or Event**” shall mean an event described in clause 24 below;

1.2.27 “**Fees**” shall mean any fees charged by ACCB for its services as stipulated in its current Fees Document, which document shall be binding on the Parties;

1.2.28 “**Fees Document**” shall mean the document which specifies the fees payable in respect of the services provided by ACCB, which is available at www.accreditationboard.org

1.2.29 “**Initial Assessment**” shall mean the first full Assessment of the AB, which shall comprise of an Assessment of all the disciplines and/or methods specified on the Application Form;

1.2.30 “**Inspection Bodies**” shall mean an organization that performs examination of a product design, product, service, process or plant, and determination of their conformity with specific requirements or, on the basis of professional judgment, general requirements;

1.2.31 “**ISO**” shall mean International Organisation for Standardisation;

1.2.32 “**Loss**” shall mean, without limitation, all claims, losses, damages, costs, charges, liabilities, penalties, interest, fines and expenses (including legal and other professional charges and expenses on an attorney and own client scale);

1.2.33 “**NR**” shall mean a nominated representative who is responsible for all ACCB matters relating to the Accreditation and/or compliance of a AB with Accreditation Requirements at all times;

1.2.34 “**On-site Assessment**” shall mean an Assessment conducted at the Premises;

1.2.35 “**Parties**” shall mean ACCB and the AB;

1.2.36 “**Pre-Assessment**” shall mean a visit undertaken by ACCB to the Premises to determine the Applicant’s capacity and state of readiness for an Initial Assessment.

1.2.37 “**Premises**” shall mean the location(s) where the AB conducts its business, which may include the location where the AB’s Clients conduct, their business;

1.2.38 “**Re-Application**” shall mean any Application made for the Renewal of Accreditation;

1.2.39 “**Records**” shall mean all records associated with the Accreditation Requirements, including but not necessarily limited to those associated with complaints, internal audits, management reviews, records of certified facilities maintained by a certification body, data, results, studies, report or certificates;

1.2.40 “**Relevant Authority**” shall mean any authority exercising jurisdiction or authority over a AB and shall include a Scheme Owner;

1.2.41 “**ACCB**” shall mean the Accreditation Council For Certification Bodies, a semi government body established in terms of Trust Act 1882;

1.2.42 “**Schedule of Accreditation**” shall mean the schedule defining the scope of activities for which Accreditation has been granted, which schedule is attached to the Certificate of Accreditation;

1.2.43 “**Scheme Owner**” shall mean regulators or sector-specific scheme owners who have the authority, accountability and legal mandate to appoint or approve ABs to perform work on their behalf;

1.2.44 “**Surveillance Assessment**” shall mean an Assessment carried out by ACCB at certain intervals at a time agreed upon by the Parties to monitor the performance of an Accredited Body;

1.2.45 “**Suspension**” shall mean the temporary invalidation of a statement of conformity for all or part of the scope of Accreditation and “**suspended**” shall have the corresponding meaning;

1.2.46 “**Terms and Conditions**” shall mean these Terms and Conditions including ACCB’ Accreditation Process, and as amended from time to time which are available at www.accreditationboard.org, as relevant;

1.2.47 “**Withdrawal**” shall mean the cancellation of the statement of conformity for all or part of the scope of Accreditation, whether self-imposed by a AB or imposed by ACCB and “**Withdraw**” when used in reference to “**Accreditation**” shall have the corresponding meaning.

1.3 Any reference in these Terms and Conditions to:

1.3.1 a “**clause**” shall, subject to any contrary indication, be construed as a reference to a clause hereof;

1.3.2 “**law**” shall be construed as any law (including common or customary law), or statute, constitution, decree, judgment, treaty, regulation, directive, bye-law, order or any other legislative measure of any government, local government, statutory or regulatory body or court;

1.3.3 an “**annexure**” shall, subject to any contrary indication, be construed as a reference to a schedule or annexure hereof;

1.3.4 “**tax**” shall be construed so as to include any tax, levy, impost or other charge of a similar nature (including, without limitation, any penalty or interest payable in connection with any failure to pay or delay in paying any of the same);

1.3.5 a “**person**” shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing provided that where “**person**” is used in reference to Accreditation, that term shall exclude a natural person.

1.4 Unless inconsistent with the context or save where the contrary is expressly indicated:

1.4.1 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this clause 1, effect shall be given to it as if it were a substantive provision of these Terms and Conditions;

1.4.2 when any number of days is prescribed in these Terms and Conditions, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Working Day, in which case the last day shall be the next succeeding Working Day;

1.4.3 in the event that the day for payment of any amount due in terms of these Terms and Conditions should fall on a day which is not a Working Day, the relevant day for payment shall be the subsequent Working Day;

1.4.4 in the event that the day for performance of any obligation to be performed in terms of these Terms and Conditions should fall on a day which is not a Working Day, the relevant day for performance shall be the subsequent Working Day;

1.4.5 any reference in these Terms and Conditions to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time;

1.4.6 any reference in these Terms and Conditions to these Terms and Conditions or any other agreement or document shall be construed as a reference to these Terms and Conditions or, as the case may be, such other agreement or document as same may have been, or may from time to time be, amended, varied notated or supplemented;

1.4.7 no provision of these Terms and Conditions constitutes a stipulation for the benefit of any person who is not a party to these Terms and Conditions;

1.4.8 references to day/s, month/s or year/s shall be construed as English calendar day/s, month/s or year/s; and

1.4.9 a reference to a Party includes that Party's successors-in-title and permitted assigns.

1.5 Unless inconsistent with the context, an expression which denotes:

1.5.1 any one gender includes the other genders;

1.5.2 the singular includes the plural and *vice versa*.

1.6 The schedules to these Terms and Conditions form an integral part hereof and words and expressions defined in these Terms and Conditions shall bear, unless the context otherwise requires, the same meaning in such schedules. To the extent that there is any conflict between the schedules to these Terms and Conditions and the provisions of these Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

1.7 Where any term is defined within the context of any particular clause in these Terms and Conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in this clause 1.

1.8 The expiration or termination of these Terms and Conditions shall not affect such of the provisions of these Terms and Conditions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

1.9 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

2. PURPOSE, SCOPE AND APPLICATION

2.1 In terms of Trust Act, ACCB is recognized as the only semi government body responsible for carrying out Accreditation.

2.2 ACCB must evaluate all Applications in accordance with the procedures and criteria determined by the board of ACCB.

2.3 ACCB has, pursuant to formulated these Terms and Conditions as the basis upon which it shall conduct the Accreditation Process and all Applications shall be governed by these Terms and Conditions.

2.4 These Terms and Conditions shall become binding with effect from the date on which an Application Form is signed by the AB, shall replace and supersede all previous agreements (oral or written) entered into between the Parties and shall remain binding throughout the duration of the Accreditation.

2.5 Upon signature of the Application Form, the AB shall be deemed to understand and shall be obliged to adhere to these Terms and Conditions.

3. ACCREDITATION

3.1 ACCB' Obligations

3.1.1 ACCB shall Endeavour to apply the Accreditation Requirements consistently and to avail suitable Assessment Personnel.

3.1.2 ACCB shall only consider objections by a AB to any member of the Assessment Personnel if there is a conflict of interest in respect of such member, in ACCB' sole and absolute opinion and the AB shall provide ACCB with clear and valid reasons for the objection in writing within 7 (seven) working days of receipt of the notification of Assessment.

3.1.3 ACCB shall be entitled to use Assessment Personnel from other Accreditation Bodies that AB has satisfactorily proven that a conflict of interest with the Assessment Personnel, in ACCB's sole and absolute opinion, and no other local Assessment Personnel is available to carry out the Assessment. Such Assessment Personnel shall be used in the same manner as Experts and shall be accompanied during the Assessments by a ACCB qualified Assessment Personnel. The AB shall be liable for the full costs of travel, subsistence and accommodation of the Assessment Personnel.

3.1.4 ACCB shall publish all its series (Requirements) and TR (Technical Requirements) documents for public comment for a minimum period of 30 days and where required, allow a period for implementation of the new or revised requirements.

3.2 AB's Obligations

3.2.1 By submitting a signed Application Form in terms of Clause 5.1 below, the AB consents to the Accreditation Process.

3.2.2 The AB shall meet all the requirements of the relevant standard(s) and associated documents when applying for Accreditation.

3.2.3 The AB shall officially appoint a MR, who shall be responsible for maintaining the link and all communication between the Parties. The AB shall ensure that the MR is familiar with all the Accreditation Requirements and ensures that all such requirements are complied with by the AB. The AB shall also ensure that the MR ensures that the AB acts in a manner that does not compromise the integrity of the Accreditation and/or of ACCB and that the AB complies with the provisions of ACCB “Nominated Representative and Signatories: Responsibilities, Qualifications and Approval” which is available at www.accreditationboard.org

3.2.4 The AB shall remain responsible for evaluating its own system to ensure ongoing compliance and to identify non-conformances, shortcomings or inadequacies with Accreditation Requirements. Should ACCB fail to identify, in respect of the AB, any non-conformances, shortcomings or inadequacies in relation to Accreditation Requirements, such failure shall not be interpreted as a representation by ACCB that such non-conformances, shortcomings or inadequacies do not exist.

4. FEES

4.1 The AB agrees to pay all Fees within the prescribed time frames and in the currency specified.

4.2 The AB shall not be entitled to a refund for any Fees paid by it to ACCB during the course of the Accreditation Process.

4.3 The AB shall make full and final payment of all Fees payable prior to the commencement of the Accreditation Process. ACCB may, under exceptional circumstances and in its sole and absolute discretion, waive this requirement.

5. APPLICATION

5.1 Any person seeking Accreditation must apply to ACCB by:

5.1.1 completing the Application Form in the manner prescribed in the Application Form; and

5.1.2 submitting the Application Form and any additional information and/or documents required in terms of the Application Form to ACCB.

5.2 Where an Application lodged with ACCB in terms of clause 5.1 above does not comply with the requirements of clause 5.1 above, in ACCB’s sole and absolute discretion, ACCB shall not accept the Application and ACCB shall inform the AB thereof by written notice, specifying the respect(s) in which the Application does not comply with the provision of clause 3.2.

5.3 ACCB shall, in respect of all Applications, initiate the Accreditation Process upon receipt of a signed Application Form and Fees subject to the provisions of clause 5.2 above.

5.4 In conducting the Accreditation Process, ACCB shall:

5.4.1 as required in, evaluate all Applications and all the information submitted as stipulated in the Application Form;

5.4.2 within 4 weeks of a AB having submitted the Application Form and paid the Fees, advise the AB of the outcome of the evaluation of the Application Form in writing;

5.4.3 Procure and appoint such Experts and/or Assessment Personnel as it shall deem fit; and consult 5.4.4 subject to clause 6.1, in its discretion, perform an Assessment;

5.4.5 do all such things as it shall deem necessary, in its sole and absolute discretion, to perform the Accreditation Process in a manner consistent with the letter.

5.5 ACCB shall decline all Applications in respect of which the following circumstances are applicable:

5.5.1.1 the AB has breached any provisions of these Terms and Conditions; or

5.5.1.2 the AB has committed an act of Trust as defined in the Trust Act, 1882 or

5.5.1.3 the AB is unable or ceases for any reason whatsoever to conduct its normal line of business in the ordinary and regular manner; or

5.5.1.4 any assets of the AB are attached under writ of execution and the AB fails within 14 (fourteen) days of such attachment to take the necessary steps to have such attachment set aside and thereafter pursue such steps with due diligence; or

5.5.1.5 the AB utilizes the Accreditation Symbol or the Combined Mark in contravention of clause 10;

5.5.1.6 the AB sells, transfers or otherwise disposes of, in any one transaction or a series of related transactions, a material portion of its undertaking or changes its asset structure, except in the normal course of business and as a result of the disposal the AB would in the reasonable opinion of ACCB be unable to perform or observe its obligations in terms of these Terms and Conditions or no longer complies with the Accreditation Requirements; or

5.5.1.7 the AB has been convicted of a criminal offence prior to or during the period of the Accreditation Process or the AB has previously breached any of the Accreditation Requirements and/or regulatory requirements; or

5.5.1.8 the members of the AB effectively resolve to voluntarily liquidate the AB; or

5.5.1.9 the AB becomes subject to business rescue proceedings; or

5.5.1.10 any representation, covenant, warranty or statement made by the AB to ACCB is breached or is untrue, misleading or incorrect or if the AB has failed to disclose any fact or defect which, in the opinion of ACCB, is material.

5.6 The Accreditation Process shall be conducted in accordance with the Accreditation Requirements.

5.7 Should the AB not undergo an Initial Assessment within a period of 6 (six) months of lodging the Application due to factors attributable to the AB, the Application shall lapse. Where, in the opinion of ACCB, more time is required due to exceptional circumstances, in the sole discretion of ACCB, ACCB shall extend the 12 (twelve) month period referred to herein with such additional period as ACCB shall determine.

5.8 In the event that an Application has been successful, ACCB shall issue the AB with an Accreditation Certificate and a Schedule of Accreditation.

5.9 In the event that ACCB has made an Adverse Decision, ACCB shall:

5.9.1 provide the reasons for the Adverse Decision to the AB in writing and specify the respect(s) in which the Application did not meet the Accreditation Requirements; and

5.9.2 specify any corrective action required in order for the AB to meet the Accreditation Requirements.

5.10 Accreditation shall be subject to such conditions and restrictions as ACCB shall, in its sole and absolute discretion, deem appropriate.

6. ASSESSMENT VISITS

6.1 Where required by a Relevant Authority, prior to Accreditation, a AB shall be subject to a mandatory Pre-Assessment.

6.2 ACCB shall conduct an Initial Assessment at the Premises, in accordance with the Accreditation Requirements. ACCB shall appoint competent person(s) to advise ACCB on Accreditation decisions, in accordance with the Accreditation Requirements.

6.3 Assessments shall include all such aspects as the Assessment Personnel shall deem appropriate, at their sole and absolute discretion.

6.4 ACCB shall, at its sole and absolute discretion, conduct any additional Assessment, including Surveillance Assessments and/or Extraordinary Assessments, at any time during the Accreditation Cycle, as it shall deem appropriate and/or necessary in its sole and absolute discretion provided that ACCB shall, at its discretion, be entitled to decrease or increase the

intervals according to which it carries out Surveillance Assessments, depending on the risk to either ACCB or the Accredited Body.

6.5 An Assessment shall take the form and shall be for the duration determined by ACCB at its sole and absolute discretion.

6.6 During periods of Extraordinary Circumstances or Events, ACCB shall, at its own discretion develop such methods of Assessment as it shall deem appropriate including alternate short-term methods of Assessment. Where appropriate, in ACCB's determination, these methods shall be developed in consultation with the AB.

6.7 All Assessments shall be carried out in accordance with the Accreditation Requirements from time to time applicable to Assessments.

7. ACCESS AND COOPERATION

7.1 The AB undertakes:

7.1.1 to provide ACCB and/or the Assessment Personnel with such information and/or Records as ACCB and/or the Assessment Personnel shall require in carrying out the Assessments;

7.1.2 grant ACCB and/or the Assessment Personnel access to the Premises;

7.1.3 to keep all Records as required by the relevant Accreditation Standard and in any event for at least one (1) Accreditation Cycle plus one (1) year or as required by law;

7.1.4 to provide ACCB with the necessary co-operation and to permit scrutiny by ACCB of all documents, Records and relevant material/equipment to enable ACCB to conduct an Assessment;

7.1.5 to refrain from misrepresenting its Accreditation, and to take appropriate steps to correct any inaccurate statement made in respect of its Accreditation;

7.1.6 in the case of Certification Bodies, to clearly stipulate in all agreements entered into with its clients and in guidance documents issued to its clients that any certificate or report issued by it does not in any way imply that any product, service or management system has been approved by ACCB;

7.1.7 to inform ACCB in advance and in writing of any changes which may affect the AB's compliance with these Terms and Conditions and all relevant Accreditation Requirements, or which may potentially affect the AB's capability or scope of Accreditation, including but not limited to changes to:

7.1.7.1 physical address of the Premises or contact details;

7.1.7.2 legal, commercial & ownership ;

7.1.7.3 any change in status;

7.1.7.4 key management staff, including but not limited to MRs, authorized signatories, quality assurance personnel, study directors, all in respect of ACCB;

7.1.7.5 resources, including equipment, facilities, working environment or financial position;

7.1.7.6 capability to adequately service it's scope of Accreditation, due to, for example, acts of nature, industrial action;

7.1.7.7 ability to comply with the Accreditation Requirements; or

7.1.7.8 major changes to policies or procedures that may affect the Accreditation.

7.1.8 to the extent permitted by law, to immediately notify ACCB in writing of the details of any actions taken by any Relevant Authority against the AB which relate to the scope of its Accreditation; and

7.1.9 to ensure, as far as reasonably possible, that the employees of ACCB or the Assessment Personnel are advised of the health and safety precautions applicable to the AB and/or the Premises and are provided with personal protective equipment in compliance with the applicable legal requirements whilst visiting the Premises.

8. TERMINATION OF ASSESSMENT

8.1 ACCB shall be entitled to forthwith terminate any Assessment in accordance with the Accreditation Requirements in the event of:

8.1.1 the health and/or safety of the Assessment Personnel being under threat or potentially under threat (for example, in the event of industrial action or accident, dangerous processes and any form of aggression);

8.1.2 lack of co-operation by the AB and /or deliberate tactics resulting in difficulty in access to information or Premises of the AB;

8.1.3 intimidating and/or obstructing Assessment Personnel from performing an Assessment;

8.1.4 non-availability of key personnel of the AB;

8.1.5 unforeseen personal circumstances or trauma experienced by a member of the Assessment Personnel or key personnel of the AB immediately before or during the Assessment;

8.1.6 the AB being found guilty of contravening legislation which impacts on its Accreditation; and/or

8.1.7 the AB requesting termination of the Assessment in writing.

9. DURATION OF ACCREDITATION

9.1 The Accreditation Certificate, subject to these Terms and Conditions, shall be valid until:

9.1.1 the expiration thereof as indicated on the relevant certificate; or

9.1.2 Withdrawal.

10. THE ACCREDITATION CERTIFICATE AND SYMBOL

10.1 An Accreditation Certificate issued by ACCB shall be subject to the following conditions:

10.1.1 the AB is not in breach of these Terms and Conditions;

10.1.2 the AB has satisfied and continues to satisfy all the Accreditation Requirements after being Assessed in accordance with the applicable standards, Accreditation Requirements, procedures & requirements; and

10.1.3 the AB has demonstrated its technical competence in areas for which Accreditation as sought and where Accreditation has been granted.

10.2 The AB shall be entitled to use the Accreditation Symbol to confirm its Accreditation Status, in accordance with the requirements set out in the document Conditions for the use of Accreditation Symbols, which is available at www.accreditationboard.org

10.3 The AB shall not use the Accreditation Symbol nor claim Accreditation before being formally granted Accreditation status in writing in terms of clause 2.5 above.

10.4 The AB shall be entitled to use the SYMBOL with the prior written approval from ACCB.

10.5 The AB shall not use the Accreditation Symbol, Accreditation Certificate or make any statement relevant to its Accreditation Status in a misleading manner or to use it in such a manner as to bring ACCB or Accreditation into disrepute.

The AB hereby acknowledges that it is aware that any misuse of any Symbol shall constitute a statutory offence Accreditation Act.

10.6 The AB shall ensure that all claims of Accreditation made are within the scope of the Accreditation.

10.7 No claims to an AB's Accreditation Status shall be made (either explicitly or by implication) by a AB without a statement of the full details of the Accreditation as given in the Schedule of Accreditation.

10.8 The Certificate of Accreditation shall remain the property of ACCB and shall be returned on request from ACCB and/or within 5 (five) Business Days after the expiration thereof in terms of Withdrawal.

11. POST ACCREDITATION SERVICES

11.1 ACCB shall provide the AB with information and guidelines on maintaining compliance with amendments, additions and alterations to the relevant standard(s) to ensure the AB maintains its Accreditation Status.

11.2 ACCB shall determine the frequency of monitoring and assessing the AB's continued compliance to the Accreditation Requirements, as applicable and relevant, throughout the Accreditation Cycle in accordance with the Accreditation Requirements.

11.3 ACCB may Suspend or Withdraw the AB's Accreditation, reduce the scope of Accreditation, impose a moratorium on the issue of the Accreditation Certificate if the AB fails to comply with these Terms and Conditions. ACCB shall implement the above in accordance with the provisions of Suspensions and Re-instatement of Accredited Organizations" which is available on www.accreditationboard.org

11.4 The AB shall maintain their Accreditation by adhering to Accreditation Requirements and keeping abreast of all Accreditation related developments.

12. RENEWAL OF ACCREDITATION

12.1 The provisions of the Re-Application shall:

12.1.1 be made at least 6 (six) months and, in the case of Inspection Bodies, at least 9 (nine) months prior to the date of expiration of the then in effect Accreditation Certificate; and

12.1.2 also be subject to consideration by ACCB of any unresolved complaints against the AB, any breach of Accreditation Requirements by the AB, any misuse of the Accreditation Symbol by the AB and any competency concerns which arose during the Accreditation Cycle.

13. APPEALS

13.1 An AB shall be entitled to appeal against any Adverse Decision.

13.2 Any appeal against an Adverse Decision shall be submitted in accordance with the requirements and process specified in the document of Complaints and Appeals" which is available at accreditationboard.org

13.3 An appeal lodged in terms of this clause 6 shall not have the effect of setting aside the Adverse Decision made by ACCB in terms of clause 5.9 and that decision shall remain effective until the date upon which ACCB has advised the AB of its decision relating to the AB's appeal in terms of this clause 13.

14. SUSPENSION AND WITHDRAWAL OF ACCREDITATION

14.1 ACCB shall, in its sole and absolute discretion, immediately suspend the AB's Accreditation, or part thereof, in accordance with "Suspension and Re-Instatement of Accredited Organizations" which is available on www.accreditationboard.org in the event that the AB:

14.1.1 fails to continuously produce accurate and reliable results in a consistent manner;

14.1.2 fails to continuously provide reasonable assurance that its infrastructure can and shall continue to produce accurate and reliable results;

14.1.3 fails to comply with the Accreditation Requirements;

14.1.4 fails to address any non-conformances within the timeframes prescribed by ACCB;

14.1.5 fails to provide evidence that non-conformances were adequately addressed and corrective action implemented;

14.1.6 fails to pay relevant Fees or pay such Fees within the prescribed timeframes;

14.1.7 fails to notify ACCB of any planned changes which may affect the AB's compliance with these Terms and Conditions and the relevant Accreditation Requirements, or which may potentially affect the AB's capability or scope of Accreditation, or fails to notify ACCB of such changes within the timeframes prescribed by ACCB;

14.1.8 fails to promptly address any complaint against the AB brought to the attention of ACCB by a third party;

14.1.9 provides certification/Accreditation services to any Accreditation standard; and/or

14.1.10 Consults with regard to implementing systems and then certifies that system as complying with the relevant standard.

14.2 These Terms and Conditions shall remain in force during the period of suspension in terms of this clause 14.

14.3 Where a suspension has been imposed by ACCB in terms hereof, the AB shall take appropriate corrective action prior to the expiry of the period of suspension and failure to do so shall entitle ACCB to withdraw the AB's Accreditation in its discretion, or part thereof, as applicable.

14.4 ACCB reserves the right to immediately Withdraw the AB's Accreditation Status, or part of the scope thereof, in accordance with "Suspension and Re-Instatement of Accredited Organizations" which is available at www.accreditationboard.org in the event of the:

14.4.1 failure by the AB to obtain an extension of the suspension period from ACCB provided that the AB shall request such extension from ACCB, in writing, no later than two (2) weeks prior to the expiry of the suspension period in terms hereof and shall provide a valid reason, in ACCB' sole and absolute discretion, for the request for extension;

14.4.2 failure of a AB to adequately correct the issues which resulted in suspension of Accreditation during the suspension period;

14.4.3 the breach by the AB of clause 10 or this clause 14; and/or

14.4.4 any circumstances set out in clause 5.5. arising.

14.5 Upon Suspension or Withdrawal of Accreditation, the AB shall withdraw and discontinue its use of all material which contains any reference to its Accreditation and return any certificates of recognition to ACCB immediately.

14.6 An Accredited Body that has had their Accreditation, or part thereof, suspended may be required to undergo an Assessment, the extent of which shall be at the sole discretion of ACCB, prior to re-instatement of the Accreditation. Any such Assessment shall be for the AB's account. All corrective actions shall be cleared to ACCB' satisfaction prior to the re-instatement of the Accreditation status.

14.7 An Accredited AB that has had their Accreditation, or part thereof Withdrawn shall be required to Re-apply for Accreditation or the part thereof should they wish to have their Accreditation Status re-instated. All related costs shall be for the AB's account.

15. TERMINATION OF TERMS AND CONDITIONS

15.1 Upon termination of these Terms and Conditions:

15.1.1 Clauses 10, 14, 16, 19 to 21 shall survive such termination; and

15.1.2 All Fees accrued and owing to ACCB by the AB until the date of termination shall become immediately due and payable.

15.2 The termination of Accreditation shall render the Accreditation Certificate issued in favour of the AB invalid.

15.3 The AB shall upon termination of these Terms and Conditions immediately return the Accreditation Certificate issued in favour of the AB to ACCB.

15.4 If operating as a Certification Body, the AB shall within 5 (five) Business Days of termination, provide ACCB with the following information:

15.4.1 the total number of current certificates issued in the market;

15.4.2 the last expiry date of the certificates issued;

15.4.3 how the AB intends to maintain those certificates in the market;

15.4.4 the steps taken to inform its clients in advance, and its proposal regarding the continuous implementation of the AB's management system with regards to current certificates that have not been Withdrawn; and

15.4.5 arrangements to meet the internationally agreed requirements of ISO for the certificates issued.

15.5 These Terms and Conditions shall automatically terminate:

15.5.1 upon the expiration of the Accreditation Certificate;

15.5.2 when either Party Withdraws Accreditation; or

15.5.3 when the AB ceases to operate as a going concern.

16. CONFIDENTIALITY AND IMPARTIALITY

16.1 Any person who is or was involved in the performance of any function in terms of the Accreditation Process shall not disclose any information obtained in the performance of such a function except:

16.1.1 to the Governing Board;

16.1.2 to any person who of necessity requires it for the performance of his/her functions in terms of the Accreditation Process;

16.1.3 if he or she is a person who of necessity supplies such information in the performance of his or her functions in terms of the Accreditation Process;

16.1.4 if such is required in terms of any law or as evidence in any court of law;

16.1.5 to any competent authority which requires it for the AB, or an investigation with a view to the AB, of any criminal prosecution; or

16.1.6 by or on authority of the Minister, the chairperson of the board or the chief executive officer of ACCB.

16.2 Parties, employees of ACCB and Assessment Personnel shall protect the confidentiality of information disclosed to them by ACCB.

16.3 ACCB shall reserve the right to make public the name and Accreditation Status of the AB.

16.4 ACCB shall require the AB to maintain impartiality, independence and integrity, in particular the AB shall:

16.4.1 not allow any person or entity to influence its working process contrary to accepted procedures; and

16.4.2 not engage in any activity that compromises the integrity of its independence of judgment in relation to its Accreditation Status.

17. TRANSFER OF ACCREDITATION

17.1 ACCB shall retain the sole responsibility for the granting, maintaining, extending, reducing, Suspending, Withdrawing or transferring of Accreditation, and shall not delegate this responsibility to a third party.

17.2 Where required, ACCB may sub-contract an Assessment to another Accreditation Body which operates in accordance with its cross-frontier policy and subject to the consent of the AB, provided that the evaluation of the Assessment and all subsequent decisions shall remain with ACCB.

17.3 ACCB shall not transfer Accreditation from one AB to another or from a AB to a non-Accredited Body.

18. CESSION

18.1 The AB shall not cede, assign or in any way transfer its Accreditation to another party and such status shall not extend to the franchisee or franchisor of the AB.

19. LIABILITY OF ACCB

19.1 The AB acknowledges that, in terms of Liability applies to ACCB.

19.2 ACCB may do all that is necessary or expedient to perform its functions, including insuring itself against any liability it may incur in the performance of its duties in terms hereof.

19.3 The AB acknowledges that in terms of Liability Act, ACCB, its employees or any Assessment Personnel shall not be liable for anything done or omitted in good faith whilst performing the Accreditation Process.

20. INDEMNITY

20.1 ACCB shall not be responsible for any Losses directly or indirectly suffered by the AB, its clients or any third party arising from any event that may result from these Terms and Conditions.

20.2 On Withdrawal a Certification Body shall indemnify and hold harmless ACCB against all responsibilities and Losses associated with the transfer of their certified clients.

20.3 ACCB shall not perform any duties or services in respect of the AB after the date of termination of these Terms and Conditions and the AB hereby indemnifies ACCB accordingly.

20.4 The CAB hereby indemnifies ACCB against any and all Losses suffered by ACCB as a result of a breach by the AB of these Terms and Conditions.

20.5 Nothing in this Agreement shall be construed as creating any fiduciary, employment, agency or partnership relationship between the Parties.

21. DISPUTE RESOLUTION

21.1 In the event of any dispute arising from these Terms and Conditions, the Parties shall make every effort to settle such dispute amicably.

21.2 If the dispute is not settled between the Parties amicably, such dispute shall be elevated to the senior management of the Parties or their duly designated representatives for mediation purposes.

21.3 Should the dispute, despite such mediation, remain unresolved for a period of 30 (thirty) days after being so referred:

21.3.1 if the provisions of the Intergovernmental Relations Framework Act applies to these Terms and Conditions, either Party may declare such dispute a formal intergovernmental dispute by notifying the other Party of such declaration in writing, in which even the Parties will follow the procedure as outlined; or

21.3.2 in any other event or in the event that the dispute is not settled despite the Parties following the procedure outlined in the matter shall be determined in accordance with the remaining provisions of this clause21.

21.4 Save in respect of those provisions of these Terms and Conditions which provide for their own remedies which would be incompatible with arbitration, or in the event of either Party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with these Terms and Conditions will be finally resolved by arbitration as follows:

21.4.1 the arbitrator shall be a practicing attorney or practicing advocate of not less than 10 (Ten) years standing. The Party calling the dispute (“**the Referring Party**”) shall nominate in writing, 3 (three) arbitrators of its choice to determine the dispute and shall furnish such nomination to the other parties. The other party shall, within 14 (fourteen) days after receipt of the nomination, nominate 1 (one) out of the 3 (three) arbitrators nominated to act as an arbitrator as contemplated

in this clause 18. In the event that the other party fails to nominate or fail to agree on the arbitrator to be appointed as contemplated herein, the Referring Party shall, in its sole discretion, be entitled to appoint 1 (one) out of the 3 (three) arbitrators nominated to act as an arbitrator as contemplated herein;

21.4.2 the arbitration shall be held at the premises of ACCB;

21.4.3 the arbitration shall otherwise be held in accordance with the rules of the Arbitration, or if it shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and the provisions of the Arbitration Act;

21.4.4 the arbitrator shall be entitled to:

21.4.4.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision;

21.4.4.2 make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate; and

21.4.5 the arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within 30 (thirty) days after it has been so demanded.

21.5 This clause 20.4 will be severable from the rest of these Terms and Conditions so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry, or accepted repudiation, of these Terms and Conditions.

21.6 Neither Party shall be entitled to withhold performance of any of their obligations in terms of these Terms and Conditions pending the settlement of, or decision in, any dispute arising between the parties and each Party shall in such circumstances continue to comply with their obligations in terms of these Terms and Conditions.

22. ACCREDITATION SYMBOL

22.1 All the rights of intellectual property in and to the Accreditation Symbol, including all rights of copyright and trade mark, shall remain vested in ACCB.

22.2 The AB shall use the Accreditation Symbol only on or in relation to the Accreditation.

22.3 The AB shall not in any manner represent that it has any right or title in and to the Accreditation Symbol.

22.4 Under no circumstances shall the AB, in any way whatsoever, use or apply for registration of the Accreditation Symbol or any part thereof, or any intellectual property which is identical to or confusingly similar to the Accreditation Symbol or which would conflict with the Accreditation Symbol.

22.5 The AB agrees to provide such co-operation as ACCB shall request in the institution of any action, including its co-operation in compiling and presenting evidence and being names as a party to any legal proceedings. ACCB shall be solely responsible for the conduct of any action and all legal expenses and costs that may arise from the joining of the AB as a party, except for such legal expenses and costs which the AB may incur by taking separate legal advice.

22.6 The AB shall not, without the prior written consent of ACCB, take any action of whatever nature based upon the Accreditation Symbol or any common law rights which the AB is licensed to use or exercise pursuant to these Terms and Conditions.

22.7 The AB acknowledges that the Accreditation Symbol is owned by ACCB.

22.8 The AB acknowledges, and will not contest, the rights of ACCB to the Accreditation Symbol.

22.9 The AB agrees that no part of the Accreditation Symbol will be used by the AB as part of its name or in the name or part of any name of any entity, company, corporation, partnership or any other entity with which the AB is associated, either directly or indirectly, and if it does so, the AB agrees to procure that such entity's name is changed upon demand by ACCB.

22.10 The AB shall immediately notify ACCB of any and all infringements or threatened infringements of the Accreditation Symbol which come to its attention or any attempts to challenge the AB's rights to use any of the Accreditation Symbol in accordance with the provisions of these Terms and Conditions. The AB agrees to provide such co-operation as ACCB may request in the institution and prosecution of any legal action, including without limitation its co-operation in compiling and presenting evidence and being named as a party to any legal proceedings. ACCB shall exercise control over the conduct of any action and shall pay all legal expenses and costs which may arise from the joining of the AB as a party, save such legal expenses and costs which the AB may incur by taking separate legal action.

22.11 The AB will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair the Accreditation Symbol or any part of the exclusive right, title or interest of ACCB in and to the Accreditation Symbol. The AB will not in any way represent that it has any rights of any nature in the Accreditation Symbol or in any registrations thereof other than as provided or in these Terms and Conditions.

22.12 When using the Accreditation Symbol, the AB will cause same to be reproduced exactly and accurately.

22.13 If ACCB, at any time, in its sole discretion, determines that it is advisable for the AB to discontinue the use of any part of the Accreditation Symbol, the AB agrees to comply therewith at the sole cost of the AB within a reasonable time after receiving notice thereof from ACCB.

23. GOVERNING LAW

23.1 The entire provisions of these Terms and Conditions shall be governed by and construed in accordance with the laws of India, notwithstanding the AB's principal place of business, domicile or place of incorporation. Furthermore, the parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the Kolkata civil court, in regard to all matters arising from these Terms and Conditions.

24. FORCE MAJEURE

24.1 In the event of any act of God, strike, war, warlike operation, rebellion, riot, civil commotion, lockout, combination of workmen, interference of trade unions, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond or outside the reasonable control of the Parties hereto preventing them or any of them from the performance of any obligation hereunder (any such event hereinafter called "Force Majeure") then the Party affected by such Force Majeure shall be relieved of its obligations hereunder during the period that such Force Majeure continues (excluding payment obligations for materials purchased) but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage which the other Party may suffer due to or resulting from the Force Majeure, provided always that a written notice shall be promptly given of any such inability by the affected Party. Any Party invoking Force Majeure shall upon termination of such Force Majeure give prompt written notice thereof to the other Parties. Should Force Majeure continue for a period of more than 90 (ninety) days, then either Party shall be entitled forthwith to cancel this Agreement.

25. GENERAL

25.1 No variation, amendment or consensual cancellation of these Terms and Conditions or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of these Terms and Conditions and no settlement of any disputes arising under these Terms and Conditions and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of these Terms and Conditions or of any agreement, bill of exchange or other document issued pursuant to or in terms of these Terms and Conditions shall be binding or have any force and effect unless reduced to writing and signed by ACCB. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating to strictly to the matter in respect whereof it was made or given.

25.2 No extension of time or waiver or relaxation of any of the provisions or terms of these Terms and Conditions or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of these Terms and Conditions, shall operate as an estoppels against a Party in respect of its rights under these Terms and Conditions.

25.3 It is agreed between ACCB, that notwithstanding the provisions of the Electronic Communications and Transactions Act, any amendment to these Terms and Conditions shall only be effective if it is reduced to writing on paper and signed by ACCB.

25.4 No failure by ACCB to enforce any provision of these Terms and Conditions shall constitute a waiver of such provision or affect in any way ACCB' right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.

25.5 If any clause or term of these Terms and Conditions should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of these Terms and Conditions shall be deemed to be severable there from and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of these Terms and Conditions.

25.6 The AB undertakes at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to it and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of these Terms and Conditions.

AMENDMENT RECORD

Proposed By	Section	Change