



Memorandum of Understanding between CNAS and ANAB on Cooperation in Cross Frontier Accreditation

Considering the implementation of IAF policies on cross frontier accreditation, the Parties to this MOU agree on matters on notification of information, joint assessment of certification bodies and assigning competent personnel to participate in the accreditation activities of the other Party at the request of the other Party etc.

1. Purpose

This MOU is a record of the cooperation relationship between the two Parties, for the purpose of carrying out activities within the scope described in Clause 2.

2. Scope

This MOU covers the cooperation between the Parties on following aspects:

- a) In order to carrying out cooperation, each Party notifying the other Party of relevant information in a timely manner, e.g. information on the development and/or revision of accreditation policies, requirements and procedures etc;
- b) Notifying information related to mutual clients of accreditation, e.g. information on acceptance of application, assessment, accreditation decisions, change of accreditation decisions and complaints related to such clients etc;
- c) Conducting joint assessment on mutual clients of accreditation;
- d) One Party assigning personnel to assist the other Party in conducting relevant accreditation assessment (hereinafter referred to as "assigning assessment personnel"), at the request of the other Party;
- e) One Party assigning personnel to assist the other Party in carrying out relevant special activities, such as investigation of complaints against relevant clients etc, at the request of the other Party;
- f) When necessary, specific arrangements may be made to implement above-mentioned activities.

3. Implementation

3.1 Notification of Information

Each Party shall notify information related to cooperation to the other Party in a timely manner. Normally,

- a) Prior to carrying out specific cooperation activities, the foreign accreditation body shall notify the local accreditation body, 60 days in advance, of the information on the development and/or revision of accreditation policies, requirements, and procedures including work instructions, and the information on previous assessments of relevant certification bodies (e.g. initial assessment report, last surveillance report, corrective actions on non-conformities raised in last assessment, extension/reduction of accreditation scopes, suspension of accreditation etc.), and provide the local accreditation body with relevant documents (in English. However, in case of a foreign accreditation body conducting cross frontier assessment in China, such foreign accreditation body should, if appropriate, require relevant certification body as much as possible to cooperate by providing CNAS with the Chinese version);
- b) Prior to carrying out cooperating assessment (joint assessment or assigning assessment personnel), the foreign accreditation body shall inform the local accreditation body on relevant assessment arrangement 60 days in advance, and provide the local accreditation body with relevant assessment plan 30 days in advance;
- c) Within 60 days, each Party shall provide the other Party with the information on the mutual clients of accreditation regarding the acceptance of application, granting of accreditation, suspension/withdrawn of accreditation etc, and the foreign accreditation body shall provide the local accreditation body with the information on other clients subject to cross frontier accreditation regarding the acceptance of application, granting of accreditation, suspension/withdrawn of accreditation etc;
- d) At the end of each March, each Party shall provide the other Party with the last year's accumulated number of organizations certified by mutual clients within accreditation scopes.

3.2 Joint Assessment

The Parties to this MoU may conduct joint assessment during cross-frontier cooperation, provided that the situation of each Party allows and the mutual client to be assessed permits such joint assessment.

Prior to starting an assessment, the Parties, in addition to fulfilling the requirements of 3.1 a) and b) of this MoU, shall make implementation arrangements regarding specific aspects, including assessment time, assessment scope, assessment criteria, assessment team members, assignment of tasks within the assessment team, handling of assessment conclusions and assessment report, and payment methods for assessment fees etc.

3.3 Assigning Assessment Personnel

3.3.1 When any Party perform cross-frontier accreditation assessment, it

may request the other Party to assign competent personnel to assist in performing assessment. The Party so requested may assign competent personnel, such as assessor, technical expert or interpreter, to act as assessment team member (not including team leader) to provide necessary support to the requesting Party.

Prior to starting a specific cooperation, The Parties, in addition to fulfilling the requirements of 3.1 a) and b) of this MoU, shall make implementation arrangements regarding specific aspects, including assessment time, assignment of tasks within assessment team and payment methods for assessment fees.

3.3.2 When it is the first time for the assessor, technical experts or interpreter assigned by the requested Party to cooperate with the requesting Party, if necessary, the requesting Party shall provide relevant training to such assigned personnel.

3.3.3 If the assessor, technical expert or interpreter assigned by the requested Party cannot complete the designated task due to the reasons of requesting Party or force majeure, the requesting Party shall compensate the reasonable expenses already incurred by such assigned personnel. The requested Party will provide the expense list to the requesting Party.

3.3.4 The assessor, technical expert or interpreter assigned by the requested Party may report the assessment to the requested Party.

3.4 Special Activities

When any Party requests the other Party to conduct special accreditation activities, such as investigation of the complaint against a client, the requesting Party may request the other Party to assign competent personnel to assist it in conducting relevant activities. The requested Party may assign competent personnel to act as the member of investigation team (not including the leader of investigation team) to provide necessary support to the other Party. Such assigned personnel may be assessor, technical experts or interpreter etc.

Prior to starting a specific cooperation, the Parties, in addition to fulfilling the requirements of 3.1 a) of this MoU, shall make implementation arrangements regarding specific aspects, including timing, assignment of tasks and payment methods etc.

4. Confidentiality

The Parties and their management, employees and assessment team members shall keep confidential any information obtained during cooperation without disclosing to any third party except that,

- a) The information is publicly available, or is required to be disclosed by law;
- b) Accreditation information required by legal courts, financial bodies or regulatory bodies.

5. Coming into force, Termination and Operation of this MoU

This MoU shall come into force on the day of signing by both Parties, and shall remain effective until termination or revision. If any Party wishes to terminate or revise this MoU, it shall give written notice to the other Party in 90 days' advance.

6. Disputes

The Parties hereby agree that any dispute within the scope of this MoU shall be resolved by direct negotiation of the Parties. If any dispute cannot be resolved by the negotiation of the Parties, such dispute shall be submitted to an independent third party for arbitration.

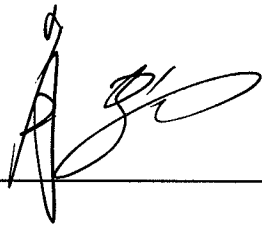
7. Miscellaneous

The detailed rights, obligations and responsibilities of the Parties during a specific cooperation will be specified in the implementation arrangements for such cooperation.

**China National Accreditation
Service for Conformity
Assessment**

**The ANSI-ASQ National
Accreditation Board**

Signature

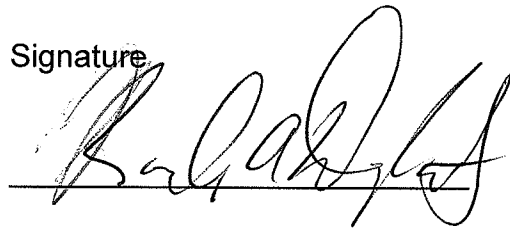


Name *XIAO JIANHUA*

Position *CHIEF EXECUTIVE*

Date of Signing: *20090304*

Signature



Name *Paul A Dugoby*

Position *Vice President*

Date of Signing: *3/4/09*



CNAS 与 ANAB 有关跨国认可合作的 谅解备忘录

考虑到贯彻 IAF 跨国认可政策，签约双方就：信息通报、对认证机构实施联合评审，以及根据某一方的要求派遣胜任的人员参与对方的认可活动等事宜达成一致。

1 目的

本备忘录是签约双方合作关系的一个记录，目的是为了开展条款 2 所述范围内的活动。

2 范围

本谅解备忘录覆盖了签约双方就以下方面的合作关系，即：

- a) 为实施合作，就有关信息的及时通报，如：认可政策、认可要求和认可程序的制定与修订等信息；
- b) 有关共同的认可客户的信息通报，如：受理申请、评审、认可决定、认可决定变更和有关认可客户的投诉等信息；
- c) 对共同的认可客户实施联合评审；
- d) 受一方请求，另一方派人协助前者实施相关认可评审（以下简称派员评审）；
- e) 受一方请求，另一方派人协助前者实施相关特殊活动，如对有关客户的投诉进行调查等；
- f) 需要时，对上述活动可以制定具体的实施安排。

3 实施

3.1 信息通报

签约双方应就与合作有关的信息及时通报对方。通常情况下，

- a) 应在实施某项具体合作活动前 60 天，向当地认可机构通报有关认可政策、认可要求和认可程序、认可作业指导文件的制定与修订等信息以及已往对相应认证机构的评审信息（如：初次评审报告、上次监督评审报告、上次评审不合格项纠正措施情况、认可范围的扩大/缩小、认可资格暂停等），并提供相关文本（英文，发生在中国境内的跨境评审，适宜时尽可能要求相应认证机构合作向 CNAS 提供相关中文文本）；
- b) 应在实施合作评审（联合评审或派员评审）前 60 天，向当地认可机构提供相关评审安排，提前 30 天提供相关评审计划；
- c) 应在 60 天内向对方提供有关共同的认可客户的受理申请、授予认可、暂停/撤销认可等信息，以及向当地认可机构提供跨境认可的其他认可客户的受理申请、授予认可、暂停/撤销认可等信息；
- d) 应在每年的三月底前提供共同的认可客户上年累计的认可范围的认证组织数量。

3.2 联合评审

在签约双方条件具备的情况下，经征得共同的认可客户的同意，签约双方在跨国认可合作中开展联合评审。

除了满足本协议 3.1 a) 和 b) 条款的规定外，在双方开始某项评审之前，应就具体活动作出实施安排，内容可以包括评审时间、评审范围、评审依据、评审组成员、评审组任务分配、评审准备、评审结论和评审报告的处理，以及评审费用的支付方法等。

3.3 派员评审

3.3.1 当签约一方进行跨国认可评审时，可以向另一方提出派遣胜任人员协助其实施评审的邀请。受邀的一方将根据可行性来派出胜任的人员作为其评审组成员（不包括评审组组长）给予对方必要的支持，这些人员可以是评审员、技术专家或翻译等。

除了满足本协议 3.1 a) 和 b) 条款的规定外，在双方开始某项合作之前，应就具体活动作出实施安排，内容可以包括评审时间、评审组任务分配，以及评审费用的支付方法等。

3.3.2 必要时，如果受邀请方派遣的评审员、技术专家或翻译是首次与邀请方合作，则邀请方应向他们提供相关的培训。

3.3.3 如果受邀请方派遣的评审员、技术专家或翻译因邀请方或者其他不可抗力的影响，未能够完成指定的任务，则邀请方仍应向评审员或者技术专家支付已发生的合理费用。受邀请方将向邀请方提供费用清单。

3.3.4 受邀请一方的评审员、技术专家或翻译可以就评审情况向其所属机构进行汇报。

3.4 特殊活动

当签约一方需要请求另一方实施特殊的认可活动，如对有关客户的投诉调查等，可以向另一方提出派遣胜任人员协助其实施相关活动的邀请。受邀的一方将根据可行性来派出胜任的人员作为其调查组组长（不包括评审组组长）给予对方必要的支持，这些人员可以是评审员、技术专家或翻译等。

除了满足本协议 3.1 a) 条款的规定外，在双方开始某项合作之前，应就具体活动作出实施安排，内容可以包括时间、任务分配，以及费用的支付方法等。

4. 保密

对于在合作中获取的任何信息，签约双方及其管理人员、雇员和评审组人员应对其予以保密，不将其泄漏给任何第三方，除非：

- a) 这些信息是公开信息，或者法律要求其公开信息；
- b) 法庭、金融、行政等监管部门要求的认可信息。

5. 备忘录的生效、终止和运行

备忘录自双方签字之日起生效，备忘录在被终止或者修订前一直有效。签约一方如想终止或者修订备忘录，则应提前 90 天以书面形式通知签约的另一方。

6. 争议

签约双方同意，在协议范围内的任何争议都将通过双方直接的协商予以解决。如果经双方协商仍未能够解决争议，则应将此争议提交双方都承认的独立第三方予以仲裁。


7. 其他

有关签约双方合作中详细的权利、义务和职责等内容将在具体的合作安排

中予以规定。

中国合格评定国家认可委员会

签字



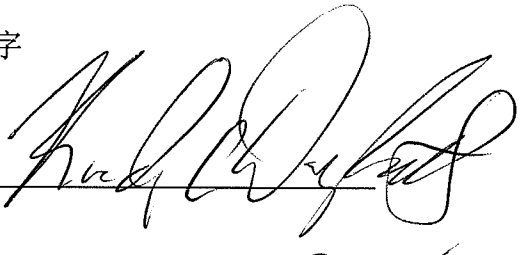
姓名 XIAO JIANHUA

职位 CHIEF EXECUTIVE

签字日期: 2009-03-04

美国国家认可委员会

签字



姓名 Randy A Dougherty

职位 Vice President

签字日期: 3/4/09