



## BILATERAL AGREEMENT BETWEEN THE RvA AND THE ANSI-ASQ NATIONAL ACCREDITATION BOARD (ANAB) FOR SUBCONTRACTING

Where RvA Requests Sub-Contract Services of ANAB the following clauses apply

### **1 RvA will:**

- 1.1 Provide ANAB with sufficient information, including relevant documentation and instructions in advance of any sub-contracted assessment, surveillance, re-assessment, witness assessment or follow up assessment in order that they may fully prepare.
- 1.2 Specify clearly the expected effort required to undertake the sub-contracted assessment, surveillance, re-assessment, witness assessment or follow up assessment.
- 1.3 In the event that unresolved nonconformities exist advise ANAB of the corrective action proposals and any action undertaken by RvA, including any request for ANAB to carry out follow up verification.
- 1.4 Reserve the right to nominate, in consultation with ANAB, an RvA representative assessor to the ANAB assessment team for a specified sub-contracted assessment.
- 1.5 Reserve the right to take exception to the nomination of specific team members in the team of ANAB involved in sub contracted activities for RvA.

### **2 ANAB undertakes to:**

- 2.1 Conduct each assessment, surveillance, re-assessment or follow up assessment sub-contracted to them by RvA in accordance with relevant national, European and international standards, using applicable RvA, EA, IAF Guidelines and/or other publicly available criteria as specified by RvA.
- 2.2 Comply with the terms of this agreement at all times.
- 2.3 Comply with the Code of Conduct for Accreditation Body Members of IAF (IAF PL 1 :2003)
- 2.4 Notify RvA in writing and in advance when dates have been agreed for the assessment of the RvA accredited Certification Body and inform RvA about the program for such assessment.
- 2.5 Ensure that a competent team, is deployed at all times, in accordance with relevant national, European and international standards, using applicable RvA, EA, IAF Guidelines and/or other publicly available criteria as specified by RvA.
- 2.6 Conduct all assessments in accordance with instructions issued by the RvA.



- 2.7 Provide all findings and reports (in Dutch or English) to RvA within one month of the completion of the work.
  - 2.8 Ensure that the all positive and negative findings and reports are provided in sufficient detail, to facilitate discussions between parties not present at the assessment and to sufficiently substantiate accreditation decisions taken by RvA.
  - 2.9 Recover the cost associated with undertaking assessments on behalf of RvA directly from the RvA accredited Certification Body.
  - 2.10 Assist RvA in the investigation and resolution of any properly authenticated complaints made by third parties about the activities of the RvA accredited Certification Body or its certified clients.
- 3 Where ANAB requests sub-contract services, RvA will comply with the principles outlined above in clauses 1 and 2.**

**4 Confidentiality**

ANAB, its staff members and contracted personnel agree to maintain as confidential and not use or disclose to any third party, any information derived from the RvA accredited CRB without their consent, except

- 1. any information which is or shall lawfully become part of the public domain.
- 2. any information which otherwise may be required to be made available to any court, fiscal or regulatory authority.

**5 Disputes**

Dutch law shall be applicable to this agreement. In the event of a dispute that cannot be resolved through discussion between ANAB and RvA, one or both parties shall contact the IAF Board via the IAF Secretary for mediation on the disputed issue.

**6 Termination**

This Agreement shall continue in force unless and until terminated by either party by giving 90 days written notice to the other.

Where notice of termination is given by either party arrangement shall be made for all confidential information obtained during the period that the agreement was in place to be returned to the source from which it was obtained.

The agreement shall enter into force on the day of signature by both parties.

Date: 29<sup>th</sup> July 2005

Date: 3<sup>rd</sup> August 2005

Jan C. van der Poel  
Chief Executive RvA

Robert H. King, Jr  
President ANAB

For RvA

For ANAB