

**Bilateral Agreement Between the United Kingdom
Accreditation Service and American National Standards
Institute – American Society for Quality National
Accreditation Board LLC (ANAB)**

**Agreement in Accordance With the IAF Guidance on Cross-
Frontier Accreditation (IAF GD 3:2003)**

This Agreement is made on 19th January 2006

Between:

UNITED KINGDOM ACCREDITATION SERVICE (UKAS) having its registered office at 21-47 High Street, Feltham, Middlesex TW13 4UN; and **ANAB** having its registered office at PO Box 586, Milwaukee, Wisconsin 53201 – 0586, United States of America.

1 Definitions

The following definitions will apply in this Agreement, unless the context requires otherwise:

- “**Assessor**” : an individual conducting assessments;
- “**Contracting Party**” : party contracting for the services;
- “**Customer**” : customer for accreditation Services;
- “**EA**” : European Co-operation for Accreditation;
- “**IAF**” : International Accreditation Forum;
- “**Purchase Order**” : an offer by the Contracting Party for the provision of Services under this Agreement;
- “**Services**” : assessment, surveillance and reassessment services and such other advice, opinions and reporting as may be required by the Contracting Party by means of a Purchase Order;
- “**Sub-contractor**” : the party contracted to provide the services.

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2 Commissioning of Services

2.1 The Contracting Party will offer to contract for Services pursuant to this Agreement by submission of a Purchase Order to the Sub-contractor. A Purchase Order is open for acceptance by the Sub-contractor for one month from its being made; if it is not accepted within such period, the Contracting Party may treat the Purchase Order as withdrawn.

2.2 The Contracting Party undertakes to:

- (a) Provide the Sub-contractor with sufficient information, including relevant documentation at least one month in advance of any sub-contracted assessment or reassessment; and
- (b) Discuss and agree with the Sub-contractor the amount of effort required to undertake the sub-contracted assessment, surveillance or reassessment in advance of the any activity taking place.

3 Provision of Services by the Sub-contractor

3.1 The Sub-contractor undertakes to:

- (a) Conduct each assessment, surveillance and reassessment sub-contracted to it by Contracting Party in accordance with relevant National, European and International standards, using applicable, EA and IAF Guidelines and/or other criteria as defined/specified for each individual assignment in the Purchase Order,
- (b) Comply with the terms of this Agreement at all times;
- (c) Comply with the Code of Conduct for Accreditation Body Members of IAF (IAF PL 1:2003);
- (d) Discuss and agree with Contracting Party the date(s) for the assessment of the Customer in advance of any activity being undertaken;
- (e) Ensure that the sub-contracted assessment is conducted in accordance with the defined scope and agreed timescales specified by the Contracting Party in a Purchase Order; and
- (f) Notify the Contracting Party forthwith should it for whatever reason be unable to comply with the scope or timescales specified by Contracting Party in a Purchase Order.

3.2 The Sub-contractor shall ensure that:

- (a) Each Assessor shall be at all times suitably qualified and competent in the relevant area and will provide the Contracting

Party upon request with evidence of the technical competence of each Assessor;

- (b) Each Assessor will perform the Services with reasonable skill and care in a timely and professional manner; and
- (c) Each Assessor is properly supplied with any and all equipment required for the provision of Services.

4 Reporting by the Sub-contractor

The Sub-contractor shall:

- (a) Provide all findings and reports (in English) no later than 30 days from the end of the sub-contracted assessment; and
- (b) Ensure that all findings are reports meet those requirements defined by IAF and contain sufficient detail to facilitate discussions between parties not present at the assessment.

5 Remuneration

- 5.1 The Sub-contractor will be remunerated by Contracting Party at a rate specified in the Purchase Order per day for each Assessor; rates per day will be deemed to be for eight hours' work and will be calculated on the hours worked subject to a maximum of eight hours in any twenty-four hour period. Travel time does not count as working time.
- 5.2 The Contracting Party will pay reasonable travel and accommodation expenses (in line with the Sub-contractor's normal policies) necessarily incurred in carrying out the Services and will, on request, give guidance as to the appropriate level. The Contracting Party reserves the right not to pay expenses in excess of the level it deems appropriate unless they have been agreed in advance and noted on the Purchase Order.
- 5.3 If a visit specified in a Purchase Order is cancelled or postponed by the Contracting Party within one month prior to the visit date, the Contracting Party will consider a claim from the Sub-contractor for up to 75% of the fee that would have been paid (excluding travel or other costs) unless reasonable alternative work is offered. Such payment is subject to the Contracting Party being able to claim compensation from its Customer and is not guaranteed.

6 Payment of remuneration for the Services

- 6.1 All invoices must be sent to an address to be specified in the Purchase Order within 30 days of the completion of the Services for which payment is claimed and show the Contracting Party's Purchase Order reference. The Contracting Party reserves the right to reject and return invoices,

which do not do this. Invoices must include receipts where reimbursement of an expense is claimed.

- 6.2 Where the Sub-contractor has a direct contractual relationship with the Customer, or the Customer otherwise agrees, the Contracting Party will forward to the Customer for settlement invoices submitted in accordance with clause 6.1 and approved by the Contracting Party for payment in terms of this Agreement and the relevant Purchase Order.
- 6.3 If clause 6.1 does not apply, the Contracting Party will pay the Sub-contractor's fee and expenses incurred in terms of this Agreement and the relevant Purchase Order invoiced and submitted in accordance with clause 6.1 by credit transfer, and the Sub-contractor authorizes the Contracting Party to make payments into the bank account to be specified in the Purchase Order, as follows:

Account Name:

Account Number:

Bank sort code:

Bank Name:

Bank Address:

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7 Confidentiality and Copyright

- 7.1 The Sub-contractor shall, and shall ensure that its Assessors, officers, employees and agents shall also, maintain as confidential and not use or disclose to any third party, any information derived from the Contracting Party and the Customer, except:
 - (a) Any information, which is or shall lawfully become part of the public domain; and
 - (b) Any information which otherwise is required by law or regulation to be made available to any court, fiscal or regulatory authority.

All documentation (including electronic data) received from the Contracting Party, or from any organization which is involved with the Services provided, must be stored in a safe and secure manner at all times and, on request, be returned to the Contracting Party or the organization which provide it.

- 7.2 Subject to the rights of third parties, copyright of all material produced as a result of Services provided shall belong to the Contracting Party and

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permission must be obtained from the Contracting Party before copying or reproducing any Contracting Party publication or document supplied by the Contracting Party, other than those available to the general public.

8 Health and Safety

- 8.1 The Sub-contractor undertakes to the Contracting Party that in providing the Services it and its Assessors will comply with all applicable law and regulation relating to Health and Safety as well as any additional requirements of the Customer at sites visited.
- 8.2 The Sub-contractor will, at its cost, provide any personal protective equipment required by applicable law and regulation relating to Health and Safety for its Assessors, except where these are supplied by the Customer.

9 Liability

- 9.1 The Sub-contractor shall be solely responsible for its and its Assessors' actions and omissions in carrying out the Services and the Contracting Party neither assumes any risk, nor shall have any responsibility, in relation to any Assessor of the Sub-contractor.
- 9.2 Upon request by the Contracting Party, the Sub-contractor will provide evidence of adequate public liability and professional indemnity insurance.
- 9.3 The Sub-contractor undertakes to notify the Contracting Party immediately if, in relation to the Services:
- (a) Any claim is made against it or any Assessor;
 - (b) Notice is received from any party of an intention to make a claim against it or any Assessor;
 - (c) Any event has happened which may give rise to a claim against it or any Assessor; or
 - (d) It has reasonable suspicion that a claim may be made against it or any Assessor.
- 9.4 Neither the Sub-contractor nor any Assessor shall admit liability or settle any claim or incur any costs or expenses in connection with any claim made by a Customer without written consent from Contracting Party.

10 Governing Law, Complaints and Disputes

- 10.1 This Agreement shall be governed by and construed in accordance with the National laws of the Contracting Party and the parties hereby submit to the non-exclusive jurisdiction of the courts of the Contracting Party.
- 10.2 In this event of a complaint/dispute that cannot be resolved through discussion between Contracting Party and the Sub-contractor, either or both parties shall contact the IAF Board via the IAF Secretary for resolution (in accordance with IAF PR 1:2004)

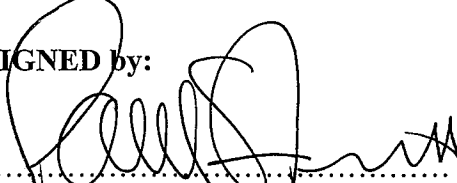
11 Notices, delivery of Purchase Orders and acceptances

- 11.1 Purchase Orders and acceptances and any other notices or communications to be given in relation to this Agreement shall be sent by facsimile transmission or e-mail in accordance with clauses 11.2 and 11.3, Changes to the notification information set out in clauses 11.2 and 11.3 may be notified in the same way.
- 11.2 If given to UKAS:
 - (a) by facsimile to: +44 20 8917 8500
marked for the attention of Jackie Hooks; or
 - (b) by e-mail to jackie.hooks@ukas.com
- 11.3 If given to ANAB:
 - (a) by facsimile to:
marked for the attention of: ; or
 - (b) by e-mail to

12 Term

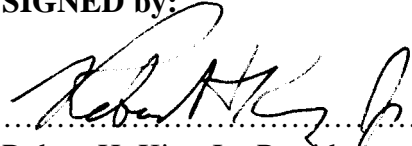
This Agreement shall take effect on the date written on page 1 and shall continue thereafter until terminated by UKAS or ANAB giving 90 days' written notice to the other.

SIGNED by:


..... (Signature)

Paul Stennett, Chief Executive
On behalf of **United Kingdom Accreditation Service**

SIGNED by:


..... (Signature)

Robert H. King Jr., President

On behalf of ANSI-ASQ National Accreditation Board