



**Accreditation Education Research & Scientific Service Center,
Nepal**

Agreement between AERSSC and CAB

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**Terms & Conditions for Agreement between AERSSC and CAB
(To be submitted to AERSSC along with the application form)**

The terms and conditions mentioned in this document are considered as agreement between AERSSC and the Conformity Assessment Body (CAB). By accepting these terms and conditions, it is implied that a CAB as an applicant and after obtaining accreditation agrees to comply at all times with all the Terms and Conditions for agreement between AERSSC and CAB. Any violation of any one or more of these terms and conditions (shall result in an adverse decision as per AERSSC 30 'Adverse Decision on Accreditation'.

1. AERSSC will carry out assessments, surveillance, and reassessments of the Body in order to determine its competence against international standards. In addition to the planned surveillance visits, AERSSC reserves the right to carry out additional or unscheduled surveillance visits, as it may reasonably require.
2. AERSSC undertakes application criteria for accreditation consistently and to utilize suitably qualified assessors/staff to provide the said service as outlined in 3. The CAB will be advised in advance of the assessment team and any reasonable objections to individual members of the assessment team.
3. Once AERSSC is satisfied that the CAB is competent and meets all the requirements of the relevant standard(s), AERSSC will issue an Accreditation certificate valid for three years on condition that the CAB complies with the terms set out in this agreement.
4. AERSSC will allow the use of its accreditation mark by the accredited CAB to confirm its accredited status.
5. Any changes to AERSSC's requirement for accreditation will be informed to CAB immediately. AERSSC will consider views expressed by interested parties before deciding the effective date of changes. Following the decision on, and publication of the changed requirements, AERSSC will verify that each accredited CAB carries out necessary adjustments.
6. CAB will supply AERSSC with all information, documents, records, facilities and to afford AERSSC such reasonable access and cooperation as, in each case is necessary to enable it to provide the service(s). CABs must fully conform to the requirements of AERSSC for claiming accreditation status, when referring to CABs accreditation in communication media. Further CABs will not refer to its accreditation in a way so as to imply that a product, process, service, management system or person is approved by AERSSC.
7. CAB will provide access for AERSSC representatives to relevant areas of its premises in order to assess the Body's activities and afford accommodation and cooperation as is necessary to enable the AERSSC to verify fulfillment of requirements for accreditation.
8. CAB, at all times to comply with the terms of this agreement and with the relevant standards as well as with the requirements set out in AERSSC documentation for the areas where accreditation is sought or granted.
9. The CAB must arrange the witnessing of its services when requested by the AERSSC.
10. The CAB shall provide access to the AERSSC assessment teams to assess the performance when carrying out conformity assessment activities at the client's site.

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11. The use of the AERSSC Accreditation Mark must be used only to the scope for which CAB has been granted accreditation in such a manner as not to make any misleading or unauthorized statement regarding its accreditation.
12. Accredited CAB shall adhere to AERSSC 17 'Policy for the use of Accreditation Symbol', use of AERSSC Accredited CAB Combined ILAC MRA Mark as well as any claim of accreditation of the CAB. CAB shall ensure that it fully conforms to the requirements of AERSSC and ISO/IEC 17025 or ISO 15189 (as applicable) for claiming accreditation status while making references of its AERSSC accreditation in communication media. During the period of suspension or after withdrawal of accreditation, suitable legal action may be taken by AERSSC in case CAB falsely claims to be AERSSC accredited.
13. The CAB must pay fees as determined by the accreditation body.
14. CAB shall assist AERSSC in the investigation and resolution of any accreditation-related complaints about the CAB referred to it by AERSSC.
15. CAB shall inform AERSSC of any planned changes which may bear upon the Body's conformity with this Agreement and the relevant standard(s) or may otherwise effect, or potentially affect, the Body's capability or scope of accreditation, including but not limited to the following changes:
 - Legal, commercial ownership or organizational status and contact details;
 - Organization, top management and key personnel;
 - Main policies;
 - Essential calibration and testing equipment instruments; and
 - Premises
 - Other such matters that may affect the ability of the CAB to fulfill requirements for accreditation.
16. Appeals by CAB will be considered only against an accreditation decision made by AERSSC. It will be handled in accordance with the AERSSC Appeals Procedure.
17. CAB shall ensure that the latest versions of AERSSC documents are available with it and are effectively implemented.
18. CAB shall familiarize itself with all relevant standards, AERSSC documents etc. applicable for particular accreditation scheme.
19. It is the responsibility of CAB to abide by the National/ Regional/ State/ Local regulatory requirements/ Acts/ Rules/ Legal orders/ Court Decisions/ Orders issued by Government/ Statutory Bodies as applicable and effective from time to time.
20. The CAB shall have available qualified and trained personnel for applied and/or accredited scope including sampling (wherever applicable).
21. CAB shall submit the completed application for renewal of accreditation well in advance (give sufficient time to process) prior to the expiry of accreditation and also agree to undergo assessment as per the schedule proposed by AERSSC to maintain continuity in the accreditation cycle.
22. The CAB shall maintain the highest level of impartiality, integrity, and professionalism throughout the accreditation process as well as the accreditation period. It shall avoid any actions or relationships that could compromise its independence or objectivity.

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23. The CAB shall establish and maintain an effective management system, adhering to recognized international or any other standards by AERSSC, to ensure consistent and reliable conformity assessment services.
24. The CAB shall cooperate fully with AERSSC during assessments, audits, investigations, and any other activities related to the accreditation process. It shall provide all necessary information and access required by AERSSC to evaluate its compliance with accreditation standards.
25. During the accreditation period, the CAB shall claim accreditation for only those premises, and the scope for which it has been accredited (as stated in the Accreditation Certificate and scope of Accreditation).
26. Applicant CABs shall not claim to be AERSSC Accredited or use the AERSSC symbol/logo before receiving the communication regarding the grant of accreditation from AERSSC. In case it is found that CAB is claiming to be AERSSC Accredited or using the AERSSC symbol/logo in the applicant stage or misleading customers about its accreditation status in any way, this may lead to rejection of application or termination of the assessment process or denial of accreditation. Legal action may also be initiated.
27. Accredited CAB shall make it clear to its customer that its activities falling under accredited scope in no way imply that the product so tested produced is approved by AERSSC.
28. The CAB shall pay application fees for accreditation, renewal of accreditation, expenses towards travel, boarding & lodging for any kind of assessment including supplementary visits, on-site surveillance, re-assessment, and annual accreditation fees as determined from time to time, by AERSSC.
29. AERSSC shall not be held responsible for any legal or financial liability arising out of activities of any of its applicant/accredited CAB involving any accidental or consequential damages to personnel/equipment/products at any time. The maximum liability of AERSSC is limited to the application fees charged from CAB only.
30. The CAB shall regularly visit the AERSSC website to keep itself updated with the latest versions of AERSSC documents as well as the AERSSC newsletter or any other relevant information concerning accreditation provided on the AERSSC website.
31. Where a CAB subcontracts a substantial or critical part of the accredited activities, that work shall be placed with another CAB that is accredited by AERSSC.
32. CAB shall not use its AERSSC accreditation in such a manner as to bring AERSSC into disrepute.
33. At any point in the application or initial process, if there is evidence of fraudulent behavior and/ or if the CAB has intentionally provided false information or conceals information, AERSSC shall reject the application or terminate the assessment process or denial of accreditation.
34. If evidence is found of fraudulent behavior or the CAB intentionally provides false information or conceals information, AERSSC shall initiate adverse action as per AERSSC 30 'Adverse Decision on Accreditation'.
35. CAB shall inform its affected clients of the suspension, scope reduction, withdrawal of accreditation (and debar from reapplying, if applicable) and the associated consequences, without undue delay.

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36. Accredited CAB can voluntarily withdraw accreditation by giving notice in writing to AERSSC (and by surrendering the accreditation certificates, applicable) after clearing the outstanding amount, if any.
37. The CAB shall inform AERSSC if any of the proposed assessor(s) happens to be their consultant or associated with the CAB in any other capacity (personal or professional).
38. CAB shall not offer inducement of any kind such as any gifts or any kind of payments in cash or any undue favor to the assessment team members. In case of any violation, AERSSC shall initiate adverse action as per AERSSC 30 'Adverse Decision on Accreditation'.
39. Information about the conformity assessment body obtained from sources other than the conformity assessment body (e.g. complainant, regulators) shall be confidential between the conformity assessment body and the AERSSC. The provider (source) of this information is confidential to AERSSC and is not be shared with the conformity assessment body, unless agreed by the source.
40. All information obtained by AERSSC and its personnel in AERSSC's direct dealing with the accredited CABs in all stages from application onwards, other than the information in the public domain shall be treated as confidential. When AERSSC is required by law or authorized by contractual arrangements to release confidential information, the CAB shall be notified unless prohibited by law.
41. CABs acknowledges and agrees to maintain strict confidentiality with regard to all sensitive information, records, data, and proprietary materials obtained or accessed during the accreditation process. CABs shall not disclose, share, or disseminate any confidential information obtained from AERSSC or any other CABs, clients, or stakeholders participating in the accreditation process. This includes, but is not limited to, information related to assessment methodologies, assessment outcomes, accreditation decisions, and any other sensitive or proprietary information.
42. If the CAB engages subcontractors, consultants, or third-party service providers to assist in the accreditation process, the CAB shall declare these to AERSSC and ensure that such entities/individuals also comply with the same level of confidentiality and other obligations as set forth herein.
43. The CAB shall implement appropriate measures to protect the confidentiality and security of any personal data or sensitive information received or processed during the accreditation process. The CAB acknowledges that any breach of the confidentiality obligations outlined in this clause may result in the termination of the accreditation process, and may also give rise to legal liabilities.
44. The confidentiality obligations outlined in this clause shall continue to apply even after the conclusion of the accreditation process, regardless of whether accreditation is granted or not, except as required by law.
45. The CAB shall indemnify, defend, and hold harmless AERSSC, its officers, directors, employees, agents, and representatives from any and all claims, demands, suits, or actions brought against them by any third party, arising from the CAB's accreditation application or accreditation status, including but not limited to claims related to errors, omissions, negligence, non-compliance, or any other alleged misconduct on the part of the CAB.
46. The CAB agrees that AERSSC shall not be liable for any damages, losses, or expenses incurred by the CAB due to the rejection or withdrawal of its accreditation application or accreditation status, regardless of the reasons for such rejection or withdrawal.

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47. AERSSC shall not be liable for any failure or delay in performing its obligations under the accreditation process due to force majeure events or circumstances beyond its reasonable control.
48. The CAB shall maintain adequate and appropriate insurance coverage to protect itself against any liabilities, claims, or damages that may arise during the accreditation process.
49. The CAB seeking accreditation hereby agrees to abide by all applicable rules, regulations, guidelines, and standards set forth by AERSSC and other relevant authorities throughout the accreditation process and the provision of conformity assessment services.
50. The CAB shall ensure strict compliance with the accreditation criteria, policies, procedures, and guidelines issued by AERSSC. The CAB shall implement any necessary corrective actions to address any non-conformities identified during assessments or audits.
51. The existing CAB owner(s) shall be responsible for all the related compliances and violations (if any) for the previous and current CAB application(s) processed by AERSSC.
52. By accepting these terms and conditions, it is implied that a CAB as an applicant and after obtaining accreditation agrees to comply at all times with all Terms and Conditions for Obtaining and Maintaining AERSSC Accreditation. Any violation of this terms and conditions (arrangement) shall result in adverse decision as per AERSSC 30 'Adverse Decision on Accreditation' include legal action. AERSSC reserves the right to suspend or withdraw accreditation in case of established irregularities without show cause notice or opportunity for hearing under exceptional circumstances and for the reasons including but not limited to the non-compliance, misconduct, non-remedial action, non-payment of fee, legal and regulatory compliance, emergencies and public interest. AERSSC shall notify the CAB promptly of such decision and provide reasons for the suspension, or withdrawal, The CAB shall have the right to appeal the decision of suspension, or withdrawal, by the established appeal mechanism and procedures prescribed by AERSSC.

Signature of Chief Executive _____

Name, Designation of Chief Executive _____

CAB Name _____

Date & Place _____

Signature of AERSSC official & Date of Receipt _____

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