



UNITED STATES
ACCREDITATION, INC.
U.S. Accreditation

1.) Obligations of the Accredited Organizations

1.1-) All references to accredited organizations shall also, if applicable, apply to all key personnel within the organization (such as but not limited to key management or managerial staff, key decision makers, management representatives, or approved signatories).

1.2-) Accredited organizations shall comply with the following conditions:

- (a) Offer a standard of service consistent with the United States Accreditation, INC terms and conditions as may be varied, revised or amended by United States Accreditation, INC from time to time and maintain impartiality and integrity in all operations at all material times;
- (b) Immediately notify United States Accreditation, INC, where applicable, on any of the following:
 - (i) any change in its legal, commercial, ownership or organizational status;
 - (ii) any changes in organization, top management or key personnel (such as but not limited to key management or managerial staff, key office-holders, management representatives, or approved signatories) who could affect the performance or competence of the accredited organization;
 - (iv) change of resources and premises;
 - (v) any lawsuit or criminal investigation of the accredited organisation or its staff;
 - (vi) any conviction of any offence involving fraud or dishonesty whether in or outside of the USA;
 - (vii) any debarment or blacklisting of the accredited organization or key personnel by United States Accreditation, INC or any other USA regulatory agency;
 - (viii) any changes to the scope of accreditation;
 - (ix) any significant changes in main policies; and
 - (x) any other matters that may affect the ability of the accredited organization to fulfil requirements for accreditation.
- (c) Adhere to the rules for the use of the United States Accreditation, INC Accreditation Marks and reference to accreditation status as stipulated in **“USACC-G.20 Requirements for Using USACC Accreditation Symbol by the Accredited Bodies”**;
- (d) Issue accredited certificates for all accredited scopes (applicable to management systems, personnel and product certification bodies only);
- (e) Not to use the accreditation status in such a manner as to bring United States Accreditation, INC into disrepute and not make any statement related to the accreditation which United States Accreditation, INC may consider misleading or unauthorized;
- (f) Provide reasonable facilities, such as accommodation, cooperation, and access to documentation, inspection methods, test / calibration standards, personnel, inspection site, calibration and testing



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areas for the assessors and United States Accreditation, INC staff, to discharge their duties throughout the assessment process and assist in the investigation and resolution of any accreditation-related complaints about the accredited organization. This include having a legally enforceable arrangement with their clients that commit the clients to provide, on request, access to United States Accreditation, INC assessment teams to assess the organization's performance at the client's site;

- (g) Make prompt payment to United States Accreditation, INC of all the necessary fees levied by United States Accreditation, INC.
- (h) Upon the withdrawal of accreditation forthwith discontinue its use of reference to accreditation and withdraw all advertising materials which contains any reference to accreditation;
- (i) Make a clear and unequivocal statement in all contacts with its clients that:
 - A. a certificate of accreditation in no way implies that the product or service is approved by United States Accreditation, INC;
 - B. accreditation is done by way of sampling and it is the client's (CABs) responsibility to ensure that representative goods or products are provided for conformity assessment;
- (j) Not represent or hold itself out as being the agent or partner of United States Accreditation, INC or make any representations, warranties or promises on behalf of United States Accreditation, INC; and
- (k) Ensure the standard of service and integrity of reports are maintained during relocation. Accredited reports can continue to be issued prior to United States Accreditation, INC verification of continual compliance at the new location. Should subsequent findings from United States Accreditation, INC during the reassessment show the accreditation requirements are compromised, this may warrant for recall of reports issued.

2.) Obligations of United States Accreditation, INC.

2.1-) United States Accreditation, INC shall determine in its sole discretion whether the Customer meets and continues to meet United States Accreditation, INC Requirements.

2.2-) United States Accreditation, INC shall make available to the Customer at the customer's (CABs) request the appropriate requirements if not already publicly available or restricted from distribution (e.g., copyright protected).

2.3-) United States Accreditation, INC shall give due notice of any changes to its requirements and of the transition period by which the customer (CAB) shall conform to the new requirements

2.4-) All persons United States Accreditation, INC assigns to conduct the accreditation services under this Agreement will be employees, agents or independent contractors of United States Accreditation, INC that have the skills needed to perform the services and have agreed to maintain the confidentiality of information.

2.5-) Upon successful fulfillment of the Requirements by the customer, United States Accreditation, INC shall deliver to the Customer United States Accreditation, INC's certificate of accreditation, including the scope of accreditation, and provide the customer with a copy of the applicable accreditation symbol for use by the customer in accordance with United States Accreditation, INC logo procedure.



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- 3.6. If United States Accreditation, INC becomes aware of and deems credible evidence of the customer engaging in fraudulent behavior, including the intentional concealment or provision of false information material to the accreditation, or the deliberate violation of the requirements, United States Accreditation, INC will reject or withdraw the application, terminate the assessment, and/or initiate withdrawal of accreditation, as applicable.
- 3.7. If the customer uses United States Accreditation, INC's name or trademark improperly, or if United States Accreditation, INC determines that the customer has not fulfilled its obligations under this agreement, United States Accreditation, INC shall have the right, by written notice to the customer, to do the following:
- a. Suspend all or part of its accreditation activities until the customer conforms with its obligations.
 - b. Withdraw the customer's United States Accreditation, INC certificate of accreditation.
 - c. Require the customer (temporarily or permanently) to cease using in any manner the certificate of accreditation, including the scope of accreditation, the accreditation symbol, and/or applicable mark.
 - d. Refuse to issue a certificate of accreditation and/or scope of accreditation to the customer.
 - e. Require corrective action.
 - f. Publish the customer's transgression.
 - g. Take other legal action.

In the event United States Accreditation, INC takes any of the foregoing actions, United States Accreditation, INC shall not be required to reimburse any amount to the customer.

- 3.8. United States Accreditation, INC shall make publicly available information about the current status of accreditation granted to the customer, including the following:
- a. Name and location of the customer.
 - b. Dates of granting accreditation and expiration date.
 - c. Scope of accreditation.
 - d. Suspension or withdrawal of accreditation.