**ACCREDITATION AGREEMENT CONTRACT**

**1. RELEVANT LEGISLATION, STANDARDS, DOCUMENTS AND DEFINITIONS**

**1.1. Relevant Legislation, Standards and Documents[[1]](#footnote-1)**

1. Accreditation Services Act, No 20 of 2021 and applicable statutory instruments of Uganda
2. Accreditation Regulation for Accreditation of Conformity Assessment Bodies
3. Communiques of the UGANAS
4. ISO/IEC 17011 and relevant accreditation standards
5. Mandatory IAF/ILAC/EA documents relating to the activity field of the organization
6. UGANAS Accreditation Documents (accessible by organizations and published at UGANAS website)

**1.2. Definitions**

For the purposes of this Contract, the definitions in the following documents shall apply unless otherwise specified.

 a) ISO/IEC 17000 series standards,

b) International Vocabulary of Basic and General Terms in Metrology (VIM).

**2. PARTIES AND NOTIFICATION**

**2.1. Parties to this Contract:**

1. UGANAS NATIONAL ACCREDITATION SERVICE (UGANAS)

Address: ………………………………………………………………………………………………………

Telephone: ………………………………… e-mail: …………………………………………

Fax: ………………………………………

(Hereinafter “**UGANAS”**)

 AND

1. Conformity Assessment Body (CAB[[2]](#footnote-2)): …………………………………………………………………………….

Address: ……………………………………………………………………………………………

Telephone: ………………………………… e-mail: …………………………………………

Fax: ……………………………………….

(Hereinafter “**CAB**”)

**2.2. Matters of Notification**

**2.2.1.** The addresses of the parties noted above are notification addresses. Any change in address shall immediately be communicated to the other party. Where the party that has changed its address fails to inform the other party of such a change, the provisions of the Law on Notices shall apply.

**2.2.2.** To ensure effective cooperation, the parties may communicate through facsimile or electronic mail provided that the original of the correspondence and document of official nature be afterwards delivered to the other party.

**3. SCOPE**

This Contract covers the parties’ administrative and financial rights and obligations concerning UGANAS ’s scheduled or unscheduled assessment of the CAB’s structure, quality system, conformity assessment services, granting accreditation, use of UGANAS accreditation symbol, maintaining, extending, partial or full suspension or withdrawal of accreditation, reaccreditation; charges; confidentiality and safety in accordance with the requirements in the documents indicated in Section 1.

**4. OBLIGATIONS**

**4.1. OBLIGATIONS OF THE CAB**

**4.1.1.** CAB agrees to allow UGANAS to examine, and share with UGANAS, all of its documents and records (including client contracts, reports, records etc.) relating to the quality management system and conformity assessment activities relevant to the scopes for which it has requested accreditation. Where the assessment team requests for the purposes of collecting objective evidence, it agrees to deliver the copies of such documentation to the assessment team.

**4.1.2.** CAB shall deliver the signed accreditation application and authorized technical person notification form along with this Contract.

**4.1.3.** CAB undertakes to upload the documents and records required in the application into the spaces allocated in the UGANAS website within the timeframe specified in the relevant accreditation process documents of UGANAS, and always keep the same up to date.

**4.1.4.** CAB undertakes to make available an adequate number of its staff during the assessment to guide the UGANAS assessment team.

**4.1.5.** CAB undertakes to provide the UGANAS assessment team with access to the units concerned with the scope of accreditation application and any other units associated with these activities.

**4.1.6.** CAB undertakes to agree with the assessment team and date as provided by UGANAS except where it provides a reasoned request for change to which UGANAS agrees, when fully supported by objective evidence

**4.1.7.** CAB may not, save for a valid reason, request a postponement of the assessment dates agreed to in writing.

**4.1.8.** CAB shall notify, 15 days in advance, any intended changes to its legal status and address of operation. CAB agrees that, following such notification, UGANAS shall evaluate its status and takes a new decision on its accreditation. UGANAS shall suspend the accreditation in scopes that are identified as having been affected from the relocation following the change of address (for laboratories). CAB shall inform in writing when it is ready for assessment following the suspension decision. UGANAS shall conduct the assessment as soon as possible, and removes suspension if there is no non-conformity that prevents the maintenance of accreditation.

**4.1.9.** CAB, whose accreditation has been partially or fully suspended for any reason, agrees that its accreditation shall be partially or fully withdrawn if the accreditation assessment and decision processes are not completed within the maximum suspension time specified in the relevant UGANAS documents.

**4.1.10.** CAB shall notify UGANAS in writing within 15 days of any changes in its shareholding and management and changes (quality management system, personnel equipment etc.) that affect activities covered by the accreditation. Following such notification, UGANAS shall evaluate the status of the CAB and may decide, depending on the nature of the change, to make no changes to its accreditation status, or suspend or withdraw the accreditation partially or fully, or require on-site assessment.

**4.1.11.** CAB should undertake to submit the records of corrective actions taken for non-conformities identified by UGANAS within the time specified in the relevant UGANAS documents from the date of assessment. Where there are nonconformities identified by the assessment team that require on-site follow-up assessment, CAB should accept to an on-site follow-up assessment to observe the corrective actions on site.

**4.1.12.** In addition to the assessments, CAB shall undertake to initiate corrective actions for communicated notices (complaints, correction, improvement etc.) after UGANAS’s evaluation and submit the records of such activities to UGANAS within the time specified in the relevant UGANAS documents.

**4.1.13.** CAB shall be under obligation to take measures during the assessment for occupational safety and health for the assessment team designated by UGANAS

**4.1.14.** CAB should undertake; during the accreditation assessment, to conduct a number of certification assessments as specified in the relevant UGANAS documents on the site under the supervision of UGANAS assessors (for certification bodies).

**4.1.15.** CAB should undertake, during the accreditation assessment, to conduct a number of inspection activities as specified in the relevant UGANAS documents on the site under the supervision of UGANAS assessors (for inspection bodies).

**4.1.16.** CAB agrees to conduct the testing/calibration activities required by the assessment team under the supervision of the UGANAS assessment team (for laboratories).

**4.1.17.** CAB agrees to include in the contracts with its clients such clauses that will allow UGANAS, where necessary and applicable, to perform on-site visits to review the services provided by CAB, and obtain necessary information on the assessment conducted by CAB.

**4.1.18.** UGANAS may conduct unscheduled assessment/visit on CAB and CAB’s clients. CAB agrees to accept such assessments and to collaborate with the assessment team formed for this purpose.

**4.1.19.** CAB shall not use the accreditation in such a way to damage the reputation of UGANAS.

**4.1.20.** CAB shall undertake to follow up those legislation, standards and documents in Section 1 of this Contract which relate to its field of activity, and implement the changes and requirements issued by UGANAS within the prescribed timeframe.

**4.1.21.** CAB shall use the UGANAS accreditation symbol and certificate after the accreditation decision is taken and within the scope.

**4.1.22.** CAB shall not use the UGANAS accreditation symbol and certificate for any department, affiliates or subsidiaries not in the scope of the accreditation certificate, or for conformity assessment subjects and activities not in the scope of the certificate.

**4.1.23.** CAB shall use the accreditation certificate and scope together; it shall not reproduce partially.

**4.1.24.** CAB shall not transfer the use of the UGANAS accreditation symbol and certificate to third parties

**4.1.25.** CAB shall comply with the rules in the relevant UGANAS guidelines that apply to the specific scope for which accreditation if sought, and ILAC, IAF and AFRAC documents when using the UGANAS accreditation symbol and ILAC, IAF MLA/MRA/AFRAC marks.

**4.1.26.** CAB agrees to share with UGANAS the results of reports drawn up by the regulatory agencies for proficiency tests and inter-laboratory comparison schemes participated by CAB.

**4.1.27.** CAB undertakes, where requested by UGANAS, to participate in the proficiency tests / inter-laboratory comparison schemes by AFRAC/ILAC or other schemes as designated by UGANAS.

**4.1.28.** CAB should submit to UGANAS the information and records requested by UGANAS within the time notified.

**4.1.29.** UGANAS may, in addition to routine assessments, initiate scheduled or unscheduled assessment on the CAB upon notification (complaint, notices etc.) communicated to UGANAS or information/news obtained by UGANAS. CAB shall be under obligation to agree to such assessments. Where as a result of such assessment, the complaint or notification relating to the body is confirmed, the expenses for such assessment shall be charged to the said CAB. Where no non-conformity identified in the said CAB, the assessment quote shall not be charged to the assessed body.

**4.1.30.** CAB shall be under obligation to notify UGANAS of the meeting venue and dates of the impartiality committee or of any other committees assuming such function one month in advance. UGANAS may dispatch, as it deems necessary, to observe/witness such meetings (for certification bodies).

**4.1.31.** CAB agrees that, where requested by UGANAS, CAB shall give UGANAS the information concerning certification applications, assessment schedule, assessment team, examination scheme, examiners, certification activities, testing/calibration applications, information related to testing/calibration activities, assessment reports, examination records, testing/calibration reports, charging basis, charges required for each job in relation to its conformity assessment activities.

**4.1.32.** CAB shall undertake to keep confidential the UGANAS assessment reports and the information and documents relating to the assessment team that are provided by UGANAS and not open to the public, and not disclose such information and documents to third parties without UGANAS’s consent or otherwise than as required by law.

**4.2. OBLIGATIONS OF UGANAS**

**4.2.1.** UGANAS shall review CAB’s quality system and conformity assessment activities through documentation review and assessments in accordance with the legislation, standards and documents in Section 1 of this Contract; assess compliance there with and report; and issue an Accreditation Certificate indicating the approved accreditation scope and accreditation cycle schedule in its annex to CAB if the result is compliant.

**4.2.2.** UGANAS shall publish the name, address, accreditation date and scope of the accredited CAB in UGANAS official website.

**4.2.3.** UGANAS shall be under obligation to keep, and ensure that its assessors and technical experts keep, confidential all the information, papers and documents provided by the CAB in line with confidentiality and security rules of UGANAS.

**4.2.4.** UGANAS shall designate assessors for the assessment in such a way to avoid a conflict/relation of interest with CAB. It shall consider appeals from CAB to this effect.

**4.2.5.** UGANAS shall notify the CAB of the assessment team and schedule no later than 15 days prior to the assessment in case of initial accreditation, surveillance and reaccreditation assessments. However, where CAB agrees, the assessment may be conducted on a notice shorter than 15 days.

**4.2.6.** UGANAS shall undertake not to change the assessment dates except for a valid reason (health problem etc).

**4.2.7.** UGANAS shall not disclose to third parties nor reproduce the information, papers and documents relating to the CAB without CAB’s consent except for requirements of the relevant multilateral recognition arrangements (MLAMRA) and legal requirements. It shall ensure that such materials are only available to the relevant unit, assessors and the decision- makers.

**4.2.8.** UGANAS shall announce to CAB amendments to accreditation criteria, rules and the transitional plans for such changes in time through its website and/or electronic mail etc.

**5. RIGHTS**

**5.1. Rights of CAB.**

**5.1.1.** CAB shall be entitled to publish the accreditation with an indication of accreditation scope and use the UGANAS accreditation symbol for general correspondence in stationery and advertising materials and computer software for commercial purposes under the conditions specified in the relevant UGANAS documents.

**5.1.2.** CAB shall be entitled to appeal, in a written letter accompanied by objective evidence, against the assessment team and the date proposed by UGANAS

**5.1.3.** CAB shall be entitled to apply for all kinds of complaints and appeals relating to accreditation in accordance with UGANAS guidelines and accreditation requirements

**5.1.4.** CAB shall be entitled to be informed of the assessment date for initial accreditation, surveillance and reaccreditation assessments at least one month prior to the scheduled assessment date. However, where there is a risk of stepping beyond the deadlines specified in the accreditation rules, and if CAB agrees to take the assessment on a notice shorter than one month, the assessment may be conducted on a shorter notice.

**5.2. Rights of UGANAS**

**5.2.1.** UGANAS shall apply the relevant provisions of the legislation, standards and documents in Section 1 of this Contract on all matters relating to the accreditation.

**5.2.2.** UGANAS shall be entitled, where necessary and applicable, to conduct interviews and evaluation with the clients of accredited bodies concerning the services received by making unscheduled visits.

**5.2.3.** UGANAS shall be entitled to have the applicant complete the missing items in the accreditation application that fail to meet the requirements specified in the relevant UGANAS documents in Section 1 of this Contract; close the application files where missing items are not completed within the allowed time; reject the applications that are not compliant or are not in the areas/scopes provided by UGANAS.

**5.2.4.** Where UGANAS determines, during the accreditation process of CAB (including document review, assessment, accreditation decision and post-decision process, surveillance, scope extension and reaccreditation assessments), that CAB fails partially or fully to fulfil the requirements of the legislation, standards and documents in Section 1 of this Contract, UGANAS shall be entitled to refuse accreditation, suspend, grant accreditation with scope narrower than applied for or recommended as a result of assessment or with modified scope; decide where necessary to conduct supplementary assessment; adjust or amend the previously granted scopes with reasons communicated to CAB.

**5.2.5.** UGANAS may, without having to rely on an assessment, take a decision on CAB’s accreditation status based on objective data or evidence obtained; and shall notify the reasons thereof to CAB.

**5.2.6.** UGANAS may, in light of additional information and documents, take a decision diverging from the recommendation of the assessment team; where this occurs, it shall notify the reasons thereof to CAB.

**5.2.7.** UGANAS may, in the decision making process, request complementary information and documents, and conduct additional assessment by giving the reasons to CAB.

**5.2.8**. UGANAS shall be entitled to suspend or unilaterally terminate the accreditation, in cases of natural disaster, security problems etc.

**5.2.9** UGANAS shall be entitled to stop the assessment whenever UGANAS concludes that the safety of assessment team is jeopardized during the assessment. CAB agrees that in such case, all assessment charges and costs shall be paid by CAB and the assessment shall be deemed to have never taken place.

**5.2.10.** UGANAS shall be entitled to suspend, stop its activities of accreditation in areas where circumstances occur which impair the confidence in accreditation; and consequently, suspend the existing accreditations or unilaterally terminate the contracts. Furthermore, on occasion of changes to international accreditation rules and policies or requirements arising from the sanctions of IAF, ILAC and AFRAC, UGANAS may, with an advance notice, suspend the accreditation or terminate the contract.

**6. CHARGES**

**6.1.1.** All fees chargeable for accreditation services shall be accrued by UGANAS at amounts and rates indicated in “UGANAS FEES structure- UGANAS-F-51.” The said charges shall be calculated for CAB in accreditation processes and notified in writing to the CAB.

**6.1.2.** The charges and assessor expenses in the relevant guide for accreditation services provided outside the country shall be converted to, and billed in, United States Dollars in accordance to Bank of Uganda selling rates on the date of invoice.

**6.1.3.** Where CAB withdraws the assessment or accreditation request after it has signed the proposal of assessment, CAB shall be under obligation to pay all the travel, accommodation and other expenses incurred or committed by UGANAS or UGANAS assessors, and half of the total charge quoted for the assessment.

**6.1.3** Where, after the start, the assessment cannot be completed or is cancelled due to causes attributable to the body being assessed, save for forces majeures, the charges shall accrue for the entire assessment. Where, after the start, the assessment cannot be completed or is postponed to a later date due to causes attributable to the body being assessed or the UGANAS assessment team and deemed appropriate by UGANAS, the remainder of the assessment may be completed on a future date. In such case, no additional charges shall accrue to CAB.

**6.1.4.** CAB shall be under obligation to pay the fees charged by UGANAS (application, document review, assessment, assessor expenses, fee for use of accreditation symbol, certificate fee etc.) to the bank accounts contracted by UGANAS. In the event the CAB fails to pay the aforementioned charges within 30 (thirty) days following the invoice date, UGANAS shall institute legal proceedings against the CAB. Even if the accreditation process for the body is completed in terms of technical proficiency and a decision is made, the accreditation certificate shall not be issued nor accreditation status announced before the fees are paid. After UGANAS takes a decision, the notice that the said body’s accreditation has been suspended shall be published in UGANAS website at the end of the time indicated in the relevant UGANAS document. If the accredited body fails to pay its due within the maximum suspension time indicated in the relevant UGANAS document, its accreditation shall be withdrawn.

**6.1.5.** CAB must make the notification and payment of the fee for use of accreditation symbol in accordance with the “UGANAS-F-51- FEE STRUCTURE SCHEDULE’ for the relevant period prepared at the beginning of each fiscal year and published in the Official Gazette. Where, despite necessary warnings, no notification is made, CAB’s accreditation shall be suspended. CAB’s accreditation shall be withdrawn if the necessary notification and payment are not made within the maximum suspension time specified in the relevant UGANAS documents.

**6.1.6** CAB shall pay the subsistence, accommodation and travel expenses of the assessment team designated by UGANAS (case officer, technical expert, trainee assessor, assessor, lead assessor, observer), where applicable and communicate to the CAB 30 days prior to assessment.

**7. VALIDITY**

**7.1.** This Contract has been executed in two (2) copies; and CAB shall be under obligation to submit this Contract when applying for UGANAS’s accreditation. UGANAS shall sign the Contract, and return a signed copy to CAB. The Contract shall enter into force following the signing by both parties and be valid for all accreditation processes.

**7.2.** The term of the Contract shall last until the accreditation cycle of 4 years is completed; and where any of the parties does not request termination of the Contract at the time of reaccreditation, its term shall be automatically extended for another cycle.

**7.3.** Where CAB fails to fulfil its obligations under the Contract, UGANAS shall be entitled to conclude the application negatively and terminate the Contract if a decision of granting initial accreditation is not yet made; or suspend or withdraw the accreditation or UGANAS shall be entitled to terminate the Contract if such failure occurs after the grant of initial accreditation. In such cases CAB must pay the costs accrued.

**7.4.** Except for suspension or withdrawal of accreditation, CAB may abandon accreditation, request to terminate the contract with 30 (thirty) days of advance notice. In case of termination, CAB must fulfil all of its financial obligations by the date of termination of the Contract.

**8. OTHER PROVISIONS**

**8.1.** Any abuse relating to the use of accreditation certificate and/or accreditation mark shall be considered a violation of this Contract.

**8.2.** UGANAS shall be entitled to make amendments in “UGANAS F-01 Accreditation Agreement Contract” document (type contract). Where such an amendment is made, if CAB fails to sign and deliver the new contract communicated by UGANAS within 30 (thirty) days following the communication, UGANAS’s right to unilaterally terminate the existing contract and suspend/withdraw CAB’s accreditation is reserved.

**8.3.** Where it is established by objective evidence that those who act as a manager, decision maker, assessor, evaluator, examiner, certificate issuer, document/certificate/report approver in CAB’s conformity assessment activities have engaged in such activities that impairs the confidence in accreditation.

on and conformity assessment activities as drawing up false documents, deliberately furnishing false information, issuing unrecorded certificates, drawing up reports on audit/inspection/test/calibration where such action has not actually taken place, deliberately amending the data from audit/inspection/test/calibration etc., the accreditation of the body shall be partially or fully withdrawn depending on the scale of the said abuse and the positions of perpetrators

**8.5.** Any transaction effected in electronic media (such as institutional service portal) owned by UGANAS through the username and password given to authorized persons notified by CAB to UGANAS shall be binding on CAB, and have the same legal value as those transactions signed by hand.

**8.6.** Notices served to the registered electronic mail address notified by CAB shall have the same legal value as those made to CAB’s address.

**9. COMPETENT COURTS AND EXECUTION OFFICES FOR DISPUTES**

This Contract consists of 9 (nine) articles and is made in 2 (two) copies. Disputes arising from this Contract and any additional protocols under this Contract shall be governed by the laws, courts and execution offices of the Republic of **UGANDA**

BOTH PARTIES HEREBY AGREE TO ABIDE BY THE TERMS AND

CONDITIONS AF

OREMENTIONED IN THIS AGREEMENT.

|  |  |
| --- | --- |
| **UGANDA NATIONAL ACCREDITATION SERVICE (UGANAS)** |  **IN WITNESS** |
|  |  |  |  |
| Sign:  | **………………………………..** | Sign:  | **…………………………………** |
| Name:  | **………………………………..** | Name:  | **…………………………………** |
| Title:  | **………………………………..** | Title:  | **………………………………....** |
| Date:  | **………………………………..** | Date:  | **…………………………………** |

|  |  |
| --- | --- |
| **COMFORMITY ASSESSMENT BODY** **(CAB)** | **IN WITNESS** |
| Sign:  | **………………………………..** | Sign:  | **…………………………………** |
| Name:  | **………………………………..** | Name:  | **…………………………………** |
| Title:  | **………………………………..** | Title:  | **………………………………....** |
| Date:  | **………………………………..** | Date:  | **…………………………………** |

1. ***To be filled in by UGANAS when granting the application.***  [↑](#footnote-ref-1)
2. ***The conformity assessment body which has applied to UGANAS for accreditation or been accredited***. [↑](#footnote-ref-2)