



UNITED STATES ACCREDITATION BOARD

TERMS AND CONDITIONS FOR CERTIFYING BODIES

SYSTEM MANAGEMENT

UNITED STATES ACCREDITATION BOARD (USAB) (hereinafter called USAB), require their registered certifying to comply with the USAB contract, memorandum of understanding, operating procedures and their own assessment and certifying management system. Certifying Bodies shall supply reasonable evidence of compliance as is deemed necessary by USAB from time to time. Failure to submit satisfactory evidence may lead to accreditation services, including visits, will be charged at the current rate. Unless defined elsewhere in correspondence between USAB and the certifying body the current rate is three pounds and fifty pence sterling a minute and a standard day is two hundred and twenty-five minutes. A certifying body is the term given to, or the definition of, with an organization or individual undertaking audit, assessment and certification services.

CERTIFICATES AND LOGOS

A Certifying Body and its clients or registrants may apply the USAB logo and certificates only in respect of their areas assessed and registered, and to bring to the attention of customers, when reasonable and appropriate, any areas of business for which it has not been registered or assessed and it is required that the certifying body ensure supplier compliance to this effect. Use of the USAB logo is allowed only following payment to USAB. by the registered certifying body and for the duration of the period covered by the registration fees. Registered certifying bodies are liable for the registration fee due in respect every

certificate they issue under the auspices of USAB or bearing the USAB logo. This liability may be offset in the event of certificated registrants or clients paying the fee. Use of any other logo in respect of USAB and is outside the scope of USAB jurisdiction. Copyright and all other intellectual property rights deriving from our work and work performed and delivered and claimed by the registered certifying body as falling within the jurisdiction of USAB accreditation services remains with USAB unless otherwise agreed with us in writing.

NOTIFICATION

Any notice under these Terms and Conditions or requirement of the quality management system of USAB or the contracts between USAB. and its registered certifying bodies shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it or sending it by prepaid recorded delivery or registered post. Any notice served by post shall be deemed to have been served seventy-two hours from the time of posting. In proving such service, it shall be sufficient to prove that the notice was properly addressed and was posted.

TERMINATION OF THE CERTIFICATE AND REGISTRATION

USAB will withdraw the certificate which is at all times the property of USAB and the use of its logo from any certifying body who does not comply with these Terms and Conditions. The certifying body upon notification of the termination of accreditation services shall immediately discontinue use of the USAB

accreditation services logo and all advertising matter which contains them



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or any reference thereto. In addition, any other documents in the possession of the certifying body which bear reference to USAB shall if USAB so desire it be so treated as to erase it. USAB and unless stated to the contrary USAB listings, statements and certificates signify that in the opinion of USAB and its servants the certifying body who is the subject of accreditation services registration has demonstrated an acknowledgement of the benefits and desirability of being registered with regard to the scope of activities and bodies standards specified on the certificate. In issuing documents USAB is confirming registration of the certifying body and its registrants in the USAB or other nominated lists of such certifying bodies and organizations. Certifying bodies are advised that such listing does not guarantee public visibility of such listing but that listing may be verified by the which certifying body or registrant directly with the relevant registrar, and are further advised that full compliance with any standard referenced in the scope of certificates is not certificated as certain factors such as the sample nature of assessments and the compliance by the certifying body their own procedures at times when USAB are not present and other matters is beyond the control of USAB. Certifying bodies are advised that the opinion of any other are advised that the opinion of any other any standard that may be quoted in the scope of certificates or the inference of the term "accreditation" may be different to that of USAB and its servants but nonetheless compliance is not the subject of the certificate.

FURTHER ADVICE AUTHORITY and ACCREDITATION

Certifying bodies and clients are advised to take expert advice when engaging consultancy, assessment, duration certification and accreditation services. The authority vested in USAB is that assigned to them by the certifying body or client in respect of the accreditation services contracted and no claim as to statutory, of legislative, authority, prominence or right given by any other party unless specified by USAB is claimed. USAB Certifying Bodies are instructed to avoid saying, implying or causing to be inferred that, under the auspices of USAB accreditation they act with the support approval jurisdiction of or license of the Government of the United Kingdom or USAB unless of the European commission or any other statutory or Government office of any nation or state.

LAW

These conditions and the accreditation activities of USAB are subject to the laws of the United Kingdom of England and Wales. USAB shall not be liable retrospectively for consequences, costs or damages arising from changes or introduction of such laws or Government Instruments which may subsequently invalidate USAB accreditation services activities.

PAYMENTS

USAB require their registered certifying bodies to pay fees in advance or by an approved alternative method defined in writing, to maintain their registration and that of their certificated firms.

Fees are non-refundable and payment is in respect of administration conducted by USAB



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only and no presumption of outcome or further entitlement should be inferred.

ACCREDITATION

USAB supply accreditation services that are the opinion of USAB. Such services extend to the obtaining of evidence of clients' and their registrants' ability to meet USAB criteria for registration. Such opinion is applicable only to the issue of certificates by the certifying body that have been advised to Receipt and payment are issued only upon request.

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