## RELEVANT LEGISLATION, STANDARDS, DOCUMENTS AND DEFINITIONS

* 1. **Relevant Legislation, Standards and Documents**
     + Regulation on Accreditation of Conformity Assessment Bodies
     + Communiques of the Agency
     + ISO/IEC 17011 and relevant accreditation standards
     + Mandatory i-NAF/IAF/ILAC documents relating to the activity field of the organization
     + NBE Documents (accessible by organizations and published at NBE website)

## Definitions

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

* + - ISO/IEC 17000 series standards,
    - International Vocabulary of Basic and General Terms in Metrology .

## PARTIES AND NOTIFICATION

* 1. **Parties to this Contract:**

|  |  |  |
| --- | --- | --- |
| **A. New Business Education Foundation (NBE):** | | |
| **Address:** |  | |
| **Telephone:** | **Fax:** | **e-mail:** |
| (Hereinafter “**NBE**”) | | |
|  | | |
| **B. Conformity Assessment Body (CAB) *(Applicant Organization or Accredited Organization)*:** | | |
| **Address:** |  | |
| **Telephone:** | **Fax:** | **e-mail:** |
| (Hereinafter “**CAB**”) | | |

## Matters of Notification

* + 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. 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.

## SCOPE

This Contract covers the parties’ administrative and financial rights and obligations concerning NBE’s scheduled or unscheduled assessment of the CAB’s structure, quality system, conformity assessment services, granting accreditation, use of NBE accreditation mark, 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.

## OBLIGATIONS

* 1. **CAB’S Obligations**
     1. CAB agrees to allow NBE to examine, and share with NBE, all of its documents and records (including client contracts, reports, records etc.) relating to the quality 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.
     2. CAB shall deliver the signed accreditation application and authorized person notification form along with this Contract.
     3. CAB undertakes to upload the documents and records required in the application into the spaces allocated in the NBE website within the timeframe specified in the relevant NBE documents, and always keep the same up to date.
     4. CAB undertakes to make available an adequate number of its staff during the assessment to guide the NBE assessment team.
     5. CAB undertakes to provide the NBE assessment team with access to the units concerned with the scope of accreditation application and any other units associated with these activities.
     6. CAB undertakes to agree with the assessment team and date as provided by NBE except where it provides a reasoned request for change to which NBE agrees.
     7. CAB may not, save for a valid reason, request a postponement of the assessment dates agreed to in writing.
     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, NBE evaluates its status and takes a new decision on its accreditation. NBE suspends the accreditation in scopes that are identified as having been affected from the relocation following the change of address (for laboratories). CAB informs NBE in writing when it is ready for assessment following the suspension decision. NBE conducts the assessment as soon as possible, and removes suspension if there is no non-conformity that prevents the maintenance of accreditation.
     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 NBE documents.
     10. CAB notifies NBE in writing within 15 days 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, NBE shall evaluate the status of 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.
     11. CAB undertakes to submit the records of corrective actions taken for non-conformities identified by NBE within the time specified in the relevant NBE documents from the date of assessment. Where there are non- conformities identified by the assessment team that require on-site follow-up assessment, CAB agrees to an on-site follow-up assessment to observe the corrective actions on site.
     12. In addition to the assessments, CAB undertakes to initiate corrective actions for communicated notices (complaints, correction, improvement etc.) after evaluated by NBE, and submit the records of such activities to NBE within the time specified in the relevant NBE documents.
     13. CAB shall be under obligation to take measures during the assessment for occupational safety and health for the assessment team designated by NBE.
     14. CAB undertakes, during the accreditation assessment, to conduct a number of certification assessments as specified in the relevant NBE documents on the site under the supervision of NBE assessors (for certification bodies).
     15. CAB undertakes, during the accreditation assessment, to conduct a number of inspection activities as specified in the relevant NBE documents on the site under the supervision of NBE assessors (for inspection bodies).
     16. CAB agrees to conduct the testing/calibration activities required by the assessment team under the supervision of the NBE assessment team (for laboratories).
     17. CAB agrees to include in the contracts with its clients such clauses that will allow NBE, 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.
     18. NBE 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.
     19. CAB shall not use the accreditation in such a way to damage the reputation of the accreditation agency.
     20. CAB undertakes to follow up those legislation, standards and documents in Section 1 of this Contract as relate to its field of activity, and implement the changes and requirements issued by NBE within the prescribed timeframe.
     21. CAB undertakes to use the NBE accreditation mark and certificate after the accreditation decision is taken and within the scope.
     22. CAB shall not use the NBE accreditation mark 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.
     23. CAB shall use the accreditation certificate and scope together; it shall not reproduce partially.
     24. CAB shall not transfer the use of the NBE accreditation mark and certificate to third parties.
     25. CAB shall comply with the rules in the relevant NBE guides (such as G-1-06 and G-2-18) and i-NAF, ILAC, IAF documents when using the NBE accreditation mark and i-NAF, ILAC, IAF MLA/MRA marks.
     26. CAB agrees to share with NBE the results of reports drawn up by the regulatory agencies for proficiency tests and inter-laboratory comparison schemes participated by CAB.
     27. CAB undertakes, where requested by NBE, to participate in the proficiency tests / inter-laboratory comparison schemes by ILAC/APAC/AFRAC etc. or other schemes as designated by NBE.
     28. CAB undertakes to submit to NBE the information and records requested by NBE within the time notified.
     29. NBE may, in addition to routine assessments, initiate scheduled or unscheduled assessment on CAB upon notification (complaint, notices etc.) communicated to NBE or information/news obtained by NBE. 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 body. Where no non-conformity identified in the said body, the assessment quote shall not be charged to the assessed body.
     30. CAB shall be under obligation to notify NBE of the meeting venue and dates of the impartiality committee or of any other committees assuming such function one month in advance. NBE may dispatch, as it deems necessary, observes to such meetings (for certification bodies).
     31. CAB agrees that, where requested by NBE, CAB shall give NBE 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.
     32. CAB undertakes to keep confidential the NBE assessment reports and the information and documents relating to the assessment team that are provided by NBE and not open to the public, and not disclose such information and documents to third parties without NBE’s consent or otherwise than as required by law.

## NBE’s Obligations

* + 1. NBE 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 therewith and report; and issue an Accreditation Certificate indicating the approved accreditation scope in its annex to CAB if the result is compliant.
    2. NBE shall publish the name, address, accreditation date and scope of the accredited CAB in NBE official website.
    3. NBE shall be under obligation to keep, and ensure that its assessors and technical experts keep, confidential all the information, papers and documents provided by CAB in line with confidentiality and security rules.
    4. NBE shall designate assessors and technical experts 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.
    5. NBE shall notify 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.
    6. NBE undertakes not to change the assessment dates except for a valid reason (health problem etc).
    7. NBE shall not disclose to third parties nor reproduce the information, papers and documents relating to CAB without CAB’s consent except for requirements of the relevant multilateral recognition arrangements (MLA-MRA) and legal requirements. It shall ensure that such materials are only available to the relevant unit, assessors and technical experts and the decision- makers.
    8. NBE shall announce to CAB amendments to accreditation rules and the transitional plans for such changes in time through its website and/or electronic mail etc.

## RIGHTS

* 1. **CAB’s Rights**
     1. CAB shall be entitled to publish the accreditation with an indication of accreditation scope and use the NBE accreditation mark for general correspondence in stationary and advertising materials and computer software for commercial purposes under the conditions specified in the relevant NBE documents.
     2. CAB shall be entitled to appeal, by a letter accompanying objective evidence, to the assessment team and date proposed by NBE.
     3. CAB shall be entitled to apply for all kinds of complaints and appeals relating to accreditation in accordance with NBE guides.
     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.

## NBE’s Rights

* + 1. NBE shall apply the relevant provisions of the legislation, standards and documents in Section 1 of this Contract on all matters relating to the accreditation.
    2. NBE 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.
    3. NBE 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 NBE 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 NBE.
    4. Where NBE determines, during the accreditation process of CAB (including document review, assessment, 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, NBE 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. NBE 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.
    6. NBE 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.
    7. NBE may, in the decisionmaking process, request complementary information and documents, and conduct additional assessment by giving the reasons.
    8. NBE may involve representatives of i-NAF/ILAC/IAF and (with CAB’s confirmation) other appropriate parties to observe the assessment provided that their expenses be covered by NBE and CAB be notified in advance.
    9. NBE shall be entitled to suspend or unilaterally terminate the accreditation, in cases of natural disaster, security problems etc.
    10. NBE shall be entitled to stop the assessment whenever NBE 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.
    11. NBE shall be entitled to suspend, stop its activities in a region, country, sector or accreditation area where circumstances occur which impair the confidence in that region, country, sector or accreditation area; 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 i-NAF, IAF, ILAC, NBE may, with an advance notice, suspend the accreditation or terminate the contract.

## CHARGES

* + 1. All fees chargeable for accreditation services shall be accrued by NBE at amounts and rates indicated in “G-1-02 Service Charges Guide.” The said charges shall be calculated for CAB in accreditation processes and notified in writing.
    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 or Euros.
    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 NBE or NBE assessors, and half of the total charge quoted for the assessment. 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 NBE assessment team and deemed appropriate by NBE, the remainder of the assessment may be completed on a future date. In such case, no additional charges shall accrue.
    4. CAB shall be under obligation to pay the fees charged by NBE (application, document review, assessment, assessor expenses, fee for use of accreditation mark, accreditation certificate fee etc.) to the bank accounts contracted by NBE. Where CAB fails to pay the aforementioned charges within 30 (thirty) days following the invoice date, legal enforcement shall be initiated under the Law in NBE Country. 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 or accreditation status announced before the fees are paid. After NBE takes a decision, the notice that the said body’s accreditation has been suspended shall be published in NBE website at the end of the time indicated in the relevant NBE document. If the accredited body fails to pay its due within the maximum suspension time indicated in the relevant NBE document, its accreditation shall be withdrawn.
    5. CAB must make the notification and payment of the fee for use of accreditation mark in accordance with the “Guidance on Fee for Use of Accreditation Mark to Be Applied by NBE” for the relevant period prepared at the beginning of each fiscal year and published. 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 NBE documents.
    6. The fee for use of accreditation mark payable by accredited organizations which serve their own organization and do not derive revenues is subject to the provisions of the relevant guide.
    7. CAB shall pay the subsistence, accommodation and travel expenses of the assessment team designated by NBE (case officer, technical expert, trainee assessor, assessor, lead assessor, observer). CAB shall cover the travel, accommodation and other expenses incurred or committed by NBE or NBE assessment team as a result of postponement of the assessments for any reason attributable to CAB, and the likely damages to the assessment team and to NBE that may arise from such postponement.

1. **VALIDITY**
   1. This Contract has been executed in two (2) copies; and CAB shall be under obligation to submit this Contract when applying for accreditation to the Agency. The Agency 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.
   2. The term of the Contract shall last until the accreditation cycle 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.
   3. Where CAB fails to fulfil its obligations under the Contract, NBE 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 NBE shall be entitled to and terminate the Contract if such failure occurs after the grant of initial accreditation. In such cases CAB must pay the costs accrued.
   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.

## OTHER PROVISIONS

* 1. Any abuse relating to the use of accreditation certificate and/or accreditation mark shall be considered a violation of this Contract.
  2. NBE shall be entitled to make amendments in “FR-7-01-39 Accreditation Contract” document (type contract). Where such an amendment is made, if CAB fails to sign and deliver the new contract communicated by NBE within 30 (thirty) days following the communication, NBE’s right to unilaterally terminate the existing contract and suspend/withdraw CAB’s accreditation is reserved.
  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 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. Those who have deliberate responsibility in such acts may not work with organizations accredited by NBE for 3 (three) years from the date of finding out such acts. Where those who have deliberate responsibility in such acts are made a partner, manager in charge of conformity assessment activities or management representative in a CAB accredited by NBE within 3 (three) years from the date of finding out such acts, that CAB’s accreditation shall be fully suspended; and where such relation still continues at the end of maximum suspension time, the body’s accreditation shall be fully withdrawn.
  4. Those who have been convicted of such crimes of infamy as embezzlement, malversation, bribery, theft, fraud, forgery, abuse of office, fraudulent bankruptcy and crimes of smuggling, crimes of frauding a tender or performance of an obligation may not be a partner to a conformity assessment body which requests accreditation nor act as managers for conformity assessment activities in such bodies.
  5. Any transaction effected in electronic media (such as institutional service portal) owned by NBE through the username and password given to authorized persons notified by CAB to NBE shall be binding on CAB, and have the same legal value as those transactions signed by hand.
  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.

## 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 of the North Macedonia; and courts and execution offices of Skopje shall be competent.

|  |  |
| --- | --- |
| **FOR NBE**:  **President Name and Signature***:*  **Date:** | **FOR APPLICANT ORGANIZATION:**  **Authorized Person’s Name and Signature:**  **Date:** |
| **Place:** | **Place:** |