



ACCREDITATION AGREEMENT

Doc. No. : UAF-AD-01

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Accreditation Agreement

This Agreement was made on date on 01/09/2019, Revised on February 12, 2019 due to scope extension and [is further revised on 05/21/2019 due to extension of scope of Accreditation and modification of accreditation agreement between:](#)

UNITED ACCREDITATION FOUNDATION having its registered office at 3510, Colmar, Norfolk, VA 23509 (hereinafter called as "UAF"); and **TÜRCERT TEKNİK KONTROL VE BELGELENDİRME A.Ş (TURCERT)A Conformity Assessment Body**, operating its certification activities from its registered office at Merkez Mh, Gençosman Cd, No 11, Güngören – İstanbul , Turkey

RECITAL

UAF has accepted the CAB "**TURCERT**" as an applicant for accreditation; therefore, UAF and TURCERT desire to enter into this Accreditation Agreement.

AGREEMENT

In consideration of the Recital and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:-

1. The accreditation requirements for a CAB for management systems are stated in the documents such as ISO/IEC/17020, ISO/IEC 17021-1, ISO/IEC 17021-3, ISO/IEC 17021-2, ISO/IEC 27006, ISO/TS 22003, IAF MD09, UAF-GEN-CAB-01, UAF-GEN-CAB-02, IAF Mandatory Documents MD 1, 2,5,11,12, related UAF Procedures and Policies and rules, other applicable UAF Accreditation Procedures, Policies, Rules and applicable IAF Mandatory Documents.
2. TURCERT agrees to continually fulfill the requirements as stated in serial number 1 and other applicable requirements for accreditation by UAF. TURCERT agrees to conform with changes to requirements for accreditation in accordance with the transition time periods as duly announced by UAF.
3. TURCERT conforms to maintain its knowledge of the Accreditation Criteria applicable and claim accreditation to the accreditation scope under which accreditation is granted, to the satisfaction of UAF.



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4. TURCERT agrees to maintain the requested information in UAF's data base.
5. In its written and legally enforceable agreement with each certified organization, TURCERT shall require its client to commit to continually fulfill the requirements for certification of its management system, and to changes to requirements for certification in accordance with the transition periods as duly announced by TURCERT and to maintain arrangements with certificate holders, to the satisfaction of UAF, to ensure that they do not make inaccurate or misleading statements about the status of the certification.
6. TURCERT shall have legally enforceable arrangements with its clients to provide, on request, access to UAF teams to witness the audit team performing an audit at its client's site. TURCERT shall make legally enforceable agreement with clients in the name of the legal entity, i.e. **TURCERT**
7. TURCERT is granted the right for the term of this agreement and subject to the obligations described in this agreement:
 - 7.1 To apply the UAF accreditation symbol and the words "UAF-Accredited TURCERT" on all documents which relate to the accredited certification as per **UAF-GEN-CAB-02**.
 - 7.2 To authorize each organization under its accredited certification system in its written agreement with that organization only so long as the organization continues to operate in conformance with its certified management system to apply the UAF accreditation symbol with TURCERT's own symbol only on those organization documents that relate to the certified management system, and not on a product or in any way which could imply product, process, or service certification.
 - 7.3 To reproduce the symbol electronically, provided that the requirements of UAF-GEN-CAB-02 are met, distortion and/or degradation does not occur and the electronic version (softcopy) of the symbol is acquired from UAF.
 - 7.4 To display the symbol on advertising materials/ publicity only if the logo and the name of the accredited TURCERT concerned is also shown, with no more prominence than the logo or the name of the accredited TURCERT and no more than once for each UAF accreditation.



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- 7.5 To confirm that the conformity assessment body only uses the accreditation symbol and claims of accreditation status for the specific activities covered by the scope of accreditation
8. TURCERT agrees to notify UAF without delay of any significant change in TURCERT which relates to its accreditation by UAF, including the following changes to its:
- 8.1 Legal, commercial, ownership, or organizational status.
 - 8.2 Organization, top management, and key personnel.
 - 8.3 Policies, Procedures, competence criteria, Rules etc.
 - 8.4 Resources and premises.
 - 8.5 Scope of accreditation.
 - 8.6 Other matters that may affect the ability of TURCERT to fulfill requirements for accreditation.
9. TURCERT shall also inform UAF of other such matters that may affect or potentially affect TURCERT capability, or scope of accredited activities, or conformity with the requirements in this Agreement or the relevant criteria standard(s).
10. TURCERT agrees to cooperate and provide assistance, including access to all premises, information, documents, and records necessary to enable UAF to verify fulfillment of requirements for accreditation.
11. TURCERT agrees to provide access to documents providing insight on the level of independence and impartiality of TURCERT with regard to any relationship with other bodies.
12. TURCERT agrees to cooperate and provide assistance in arranging witnessing of TURCERT audit teams conducting audits, as requested by UAF.
13. If required, TURCERT shall grant UAF the right to verify the competence of persons to whom and organizations to which work related to UAF-accredited certification has been outsourced.



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14. TURCERT shall upon request make available to UAF all complaints and appeals about its accredited certification system and their resolution, which may include correction and corrective action relative to TURCERT's certification programs.
15. For the term of this agreement, TURCERT may use the UAF accreditation symbol for the management systems certification stated as per UAF-GEN-CAB-02: CONDITIONS FOR THE USE OF UAF ACCREDITATION SYMBOL.
16. TURCERT agrees, upon notification by UAF, to withdraw or rectify to the satisfaction of UAF misleading or incorrect behavior, notification, or publication with regard to its UAF accreditation.
17. For the term of this agreement, TURCERT may reprint (make photocopies) of any certificate of accreditation issued by UAF with any schedules thereto and the final reports, but only the entire reports, issued by UAF.
18. TURCERT meets its obligations for scheduled surveillance set out in the TURCERT surveillance program and any Directions in respect of unscheduled surveillance and other assessments required by UAF, and provide UAF representatives such access and cooperation as is deemed necessary by UAF to undertake scheduled surveillance and unscheduled surveillance and audits without harassment.
19. TURCERT shall operate and maintain a complaints handling process for the timely, effective and impartial resolution of complaints.
20. TURCERT shall not engaged in any collusive, coercive or criminal practices or offer any inducements in relation to provision of its services or conduct of its operations.
21. TURCERT shall not engage in any conduct which, in the opinion of UAF, compromises the ability of the conformity Assessment Body to provide independent services or services of a high standard.
22. TURCERT shall take prompt action to the satisfaction of UAF to correct any non-conformity identified by the office assessment, witnessing and other assessment activities undertaken by UAF, or established through any complaint made to UAF.



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23. TURCERT shall pay UAF fees for accreditation in accordance with the current fee schedule. Payment of the fees specified shall be made within seven (07) calendar days following each invoice.
24. TURCERT shall pay USD Six hundred per year as Annual fees for Inspection body and USD 24 per certificate per year for QMS,EMS and USD 48 per certificate per year for MDQMS,FSMS and ISMS . Annual Certificate fees shall be payable at the end of each month for the certificates issued during the month. The CAB shall also pay applicable office and witness Assessment Mandays during Surveillance Assessments. The Annual Fees for IB shall be paid in February every year.
25. TURCERT shall upload all certificates details to the UAF register with no more than a 48 working hours delay from issuing the certificate. TURCERT shall also submit the list of certificates issued during the month within 3 working days following the month on UAF prescribed format. In case, TURCERT fails/missed to upload /report any certificate, intentionally or un- intentionally, TURCERT shall pay a minimum first penalty of USD Five thousand (\$5000) for each missed certificate.
26. TURCERT shall be accountable for the conduct of all its staff and contractors (including agencies). UAF will not accept any excuses for malpractice or fraudulent conduct that involves blame shifting to internal staff or to other associated businesses which TURCERT is obligated to have under control. TURCERT is responsible to adequately protect their certification mark and UAF symbol. Any failure by TURCERT to take adequate steps through issuing a 'cease and desist' demand and/or by undertaking legal action when TURCERT trademark is misused will result in a Major Non-Conformity and a notice as to why accreditation should not be suspended shall be issued.
27. UAF agrees to make publicly available information about the current status of accreditation granted to TURCERT, including the following:
- 27.1 Name and address of TURCERT.
 - 27.2 Dates of granting accreditation and expiration date
 - 27.3 Scope of accreditation including geographical boundaries.
28. UAF agrees to provide TURCERT information about international arrangements UAF has with regard to accreditation. Currently UAF is full member of International



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Accreditation Forum (IAF). The UAF membership of APAC & IAF is as per UAF Board policies and UAF may withdraw its membership of APAC /IAF or both in future or proceed for MLA with other APAC/IAF members for Assessments, acceptance and other international agreements such as MLA, Bilateral Agreements as per UAF Board discretion and decisions only. TURCERT has to abide by UAF decisions.

29. UAF agrees to give due notice of any changes to its requirements for accreditation and of the transition period by which TURCERT shall conform to the new requirements.
30. During the process and maintenance of accreditation, UAF will have access to and obtain information that is confidential or proprietary to TURCERT or its clients. UAF shall take reasonable measures to ensure that any UAF participant, including staff, agents, and members of its board of directors, councils, and committees, and any contactors or subcontractors Assessors, keep confidential all information that has come to their knowledge through the accreditation process, with the exception of the accreditation information made publicly available by UAF and information made publicly available by TURCERT or its clients. UAF shall make use of an external expert/Assessor/Sub Contractor only if such an expert has signed a confidentiality agreement.
31. TURCERT agrees that UAF may provide access to confidential information to APAC or any other international bodies or peer evaluators or other oversight bodies that have signed appropriate agreements to not disclose confidential information as required by specific schemes.
32. This Accreditation Agreement shall continue in force unless terminated by either party, this Accreditation Agreement may be terminated only upon three months prior written notice, in accordance.
33. Notwithstanding the provisions, if one of the parties has materially breached one or more of its obligations or the provisions under this agreement or the other agreements or documents referenced herein, the non-breaching party has the right to terminate this agreement immediately upon prior written notice.



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34. Any failure on the part of UAF to enforce or require the strict adherence and performance of any terms and conditions of this agreement shall not constitute a waiver of such terms and conditions and shall not affect the right of UAF at any time to avail itself of such remedies as it may have for any subsequent breach
35. In case of termination, the existing obligations of TURCERT and UAF will remain in force, as will commitments to third parties. The obligation of UAF to maintain confidentiality will remain in force despite termination of the agreement.
36. Written notice of termination specifying the reason(s) therefore and the date of termination shall be sent to the other party by registered mail/return receipt requested or by other means to confirm receipt.
37. Upon the withdrawal of accreditation, TURCERT however determined, discontinue forthwith its use of any reference to accreditation, withdraw all advertising matter which contains any reference thereto, return the certificate of accreditation, discontinue issue of accredited certificates, and take such action with existing clients holding accredited certificates as UAF may require.
38. TURCERT may appeal in writing the termination of the agreement by UAF within 30 days after receipt of the termination notice, according to the procedure described.
39. If UAF modifies this standard Accreditation Agreement, UAF may terminate the present Accreditation Agreement and at the same time offer a new Accreditation Agreement.
40. UAF and TURCERT agree to not take any legal action against the other without first giving ten calendar days' written notice of such party's intention to institute legal action.
41. TURCERT hereby releases and agrees to indemnify and hold harmless UAF and its directors, General Managers, Managers, employees, Assessors and agents from any losses, damages, claims, liability, causes of actions or demands, and all costs and expenses incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) made at any time by any party arising out of, resulting



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from, or in any way relating to the accreditation services provided by UAF to TURCERT.

42. TURCERT shall have arrangements to cover liabilities arising from its operations and/or activities that specifically include these obligations in its scope of coverage, or shall show evidence of appropriate self-insurance.

43. This Agreement shall be subject to the jurisdiction of the American courts of Law at Virginia.

Signatures

Thus drawn up and signed:

For UAF:

Signature:

Name: Dr TJW Chandi Title: director

For TURCERT:

Signature with Stamp and Seal: _____ HASAN KUTLU (Chairman)

Name: TÜRCERT A.Ş.

Title: _____



(Depending on TURCERT's procedures, the signatures of several persons may be required.)