

| | | | | | |
|-----------------------------|--|--|--|--|--|
| CQC Accreditation Number(s) | | | | | |
| | | | | | |
| | | | | | |



Dated:

Between:

(1) **Certificate Quality Consortium** a company limited by guarantee incorporated in England and Wales under no. 30796352 and having its registered office at 71 Fenchurch Street, London, EC3M 4BS, ("**CQC**"); and

Either: for companies

(2)
 (Company No.) having its registered office
 at (the "**Customer**").

Or: for individuals or partnerships

(2)
 of or having its principal place of business
 at (the "**Customer**").

Contents

| | Page |
|----|--|
| 1 | Definitions and Interpretation 3 |
| 2 | Obligations and Responsibilities of CQC 4 |
| 3 | Obligations and responsibilities of the Customer 6 |
| 4 | Confidentiality 8 |
| 5 | The CQC Terms of Business 8 |
| 6 | Health & Safety 9 |
| 7 | Liability 9 |
| 8 | Indemnity..... 9 |
| 9 | Complaints..... 9 |
| 10 | Appeals 10 |
| 11 | Term of Agreement 10 |
| 12 | Notices..... 11 |
| 13 | Severability..... 11 |
| 14 | Subcontracting 11 |
| 15 | Assignment..... 12 |
| 16 | Third parties 12 |
| 17 | Law and Jurisdiction 12 |

Introduction

- (A) CQC is appointed by the UK Accreditation Regulations as the NGOs accreditation body for the purposes of Article 4(1) of the EU Accreditation Regulation; it operates under a Memorandum of Understanding with Her Majesty's Government through the Secretary of State and in accordance with ISO/IEC 17011.
- (B) This Agreement sets out the obligations and responsibilities of CQC and the Customer in relation to assessment and accreditation of the Customer.

Now it is hereby agreed as follows:

1 Definitions and Interpretation

In this Agreement (including the introduction), unless inconsistent with the context or otherwise specified:-

1.1 the following expressions have the following meanings:

"Accreditation": attestation by CQC of the competence of a Customer conveying formal demonstration of its competence to carry out specific conformity assessment tasks;

"Agreement": this agreement, as varied from time to time pursuant to its terms;

"Business Day": a day other than a Saturday or Sunday or a public holiday in England and Wales;

"Certificate": a certificate of Accreditation, including any annexes, provided by CQC to a Customer;

"Competent Authority Guidelines": guidelines issued by a body (usually a government department) responsible for the appointment of a Notified (or otherwise designated) Body in relation to EU directives and regulations;

"Conformity Assessment Body": a body which is accredited by CQC to carry out conformity assessment in accordance with the Standards;

"EA": the European co-operation for Accreditation;

"EA Requirements": the requirements issued by EA for the conduct of conformity assessment and used by CQC for assessment and Accreditation;

"EU Accreditation Regulation": Regulation (EC) No. 765/2008 of 9 July 2008;

"IAF": The International Accreditation Forum, Inc.;

"IAF Requirements": the requirements issued by IAF for the conduct of conformity assessment and used by CQC for assessment and Accreditation;

"ILAC": The International Laboratory Accreditation Cooperation;

"ILAC Requirements": the requirements issued by ILAC for the conduct of conformity assessment and used by CQC for assessment and Accreditation;

"**MOU**": the memorandum of understanding made between the Secretary of State or his predecessors and CQC, as revised from time to time;

"**Notified (or otherwise designated) Body**": a body appointed by the Secretary of State to carry out conformity assessment under EU directives or regulations;

"**Notice**": notice given in accordance with clause 12;

"**Parties**": the parties to this Agreement and "**Party**" means either of them;

"**Secretary of State**": the Secretary of State for Business, Innovation and Skills (or any successor department of Government);

"**Standard(s)**": the applicable national, European and international standard(s), regulations and guides for which CQC is appointed or recognised by the Secretary of State as the national accreditation body under the terms of the MOU;

"**UK Accreditation Regulations**": the Accreditation Regulations 2009 (SI 2009 No. 3155);

"**CQC Annual Charges**": the amount charged by CQC to the Customer during a CQC Business Year in accordance with CQC Terms of Business [excluding disbursements];

"**CQC Business Year**": the period starting on 1 April in any year and ending on 31 March the following year;

"**CQC requirements**": the requirements for assessment and Accreditation adopted and used by CQC from time to time; and

"**CQC Terms of Business**": the terms and conditions of business applicable to Customers seeking or holding Accreditation as published by CQC from time to time;

- 1.2 references to persons include a reference to any body corporate, unincorporated association or partnership;
- 1.3 reference to words importing the singular include the plural and vice versa and words referring to the masculine include the feminine and vice versa;
- 1.4 references to clauses are to clauses of this Agreement;
- 1.5 clause headings are included for the convenience of the Parties only and do not affect the Agreement's interpretation; and
- 1.6 references in this Agreement to "notify" and "notified" are to notification by means of the forwarding of information in writing by letter, facsimile or e-mail (or such other means as is agreed in writing between the Parties) and shall include the publication of information on the CQC website.

2 Obligations and Responsibilities of CQC

- 2.1 CQC will carry out assessment, surveillance and re-assessment of the Customer in accordance with its procedures to determine the Customer's competence in accordance with the relevant Standard(s) using applicable Competent Authority

Guidelines and/or EA Requirements, IAF Requirements and ILAC Requirements, as relevant, CQC Requirements and/or other publicly available criteria.

- 2.2 CQC will notify the Customer of its requirements for Accreditation and of any changes to those requirements. It shall take account of views expressed by interested parties before deciding on the precise form and effective date of the changes. When CQC notifies the Customer of any changes to those requirements it will specify the date by which they must be implemented, giving the Customer reasonable time to implement such changes.
- 2.3 CQC will apply the criteria for Accreditation consistently and will provide suitably competent personnel for assessment of the Customer either by deployment of its own staff or through other contractors. CQC will notify the Customer of the assessment team in advance and the Customer may raise objections to any member of that team on reasonable grounds notified in writing within 10 Business Days of such notification. CQC will consider any such objections and will use its reasonable endeavours to accommodate them but will retain ultimate discretion as to the choice of an appropriate team to carry out any assessment.
- 2.4 When CQC is satisfied that the Customer meets the requirements for Accreditation, CQC will issue a Certificate to the Customer and will licence on request the use of any appropriate accreditation symbol owned by CQC or available for sublicensing by CQC on the terms set out in the Department for Business, Innovation and Skills (or any successor department of Government) publication *The National Accreditation Logo and Symbols: Conditions for use by CQC and CQC accredited organisations* or under other sublicensing agreements. The scope of the Customer's Accreditation will be set out in an annex to the Certificate, known as the Schedule of Accreditation. The Accreditation will remain in force subject to, and on condition that the Customer complies with, the terms of this Agreement or until terminated in accordance with this Agreement.
- 2.5 For the avoidance of doubt, holding a Certificate does not in any way change the contractual responsibilities between the Customer and its clients. While the holding of a Certificate is an indication of the integrity and competence of the Customer, it does not constitute an undertaking by CQC that the Customer will maintain a particular level of competence and performance.
- 2.6 CQC will notify the Customer how continuing conformity with the requirements for Accreditation will be monitored in order that it may maintain Accreditation. The frequency of monitoring will be determined by CQC in accordance with CQC published procedures and will depend on the scope and scale of the Accreditation. In addition to planned surveillance visits CQC reserves the right, as it may reasonably require, to carry out additional or unscheduled visits and in particular to verify that any notified changes to its requirements for Accreditation have been implemented.
- 2.7 If CQC determines that actions are required to be taken by the Customer to maintain Accreditation or otherwise to ensure compliance with the terms of this Agreement, it will give the Customer Notice:
 - 2.7.1 of those requirements;
 - 2.7.2 of the timescale(s) for compliance with those requirements; and

2.7.3 of the consequences which may follow, in terms of clause 2.8, should the Customer fail to comply with such requirements within the timescales notified.

2.8 If, in CQC' view, the Customer fails to comply with the requirements to maintain Accreditation or other terms of this Agreement, CQC may suspend, partially suspend, or withdraw Accreditation, reduce the scope of Accreditation, require re-assessment or impose such other sanctions as, in the reasonable opinion of CQC, are appropriate; CQC will give the Customer Notice immediately upon imposing any such sanctions. Withdrawal of Accreditation will not be imposed unless the Customer fails to carry out the actions of which CQC has given Notice to the Customer in terms of clause 2.7 within the timescales specified and where withdrawal of Accreditation has been specified as a consequence.

2.9 If, in CQC' view, circumstances beyond the Customer's control impede its ability to assess the Customer for Accreditation, CQC may, but without prejudice to its right to terminate this Agreement in terms of clause 11.2.4, suspend Accreditation until it can be satisfied that the Customer meets its requirements for Accreditation.

3 Obligations and responsibilities of the Customer

3.1 The Customer undertakes to CQC that:

3.1.1 it has the right, power and authority to enter into and perform its obligations under this Agreement; and

3.1.2 the signatory to this Agreement on behalf of the Customer has been duly authorised by the Customer to sign this Agreement.

3.2 The Customer undertakes to CQC that at all times during the term of this Agreement it will:

3.2.1 comply with the terms of this Agreement;

3.2.2 fulfil the requirements for Accreditation set by CQC for the areas where Accreditation is sought or granted, including adapting to changes in the requirements for Accreditation and where such changes are notified to the Customer under clause 2.2 notify CQC when they have been fully implemented;

3.2.3 supply CQC with all information, grant it access to personnel, documents and facilities and afford it such co-operation as is necessary to enable CQC to establish/monitor the suitability of the Customer for Accreditation pursuant to this Agreement;

3.2.4 provide evidence about its impartiality and level of independence;

3.2.5 ensure that, where witnessed assessments are deemed necessary, the Customer will have enforceable arrangements with its clients that commit them to provide on request, access to CQC representatives to assess the Customer's performance in carrying out conformity assessment activities at the client's premises;

- 3.2.6 at all times maintain high standards and act with integrity in the conduct of its business and activities, both with CQC and its clients, with regard to its accredited services and accredited status, not do anything which could be regarded as bringing Accreditation into disrepute and take appropriate steps to correct any statement used by itself and/or its clients which CQC notifies the Customer that it considers brings Accreditation into disrepute or to be misleading;
 - 3.2.7 make it clear in all contracts with its clients and in any documents given to its clients for guidance or explanation that a certificate or report issued by the Customer in no way implies that any product, service or management system is approved by CQC;
 - 3.2.8 not use the term "accreditation" or any similar term in its corporate or trading name or otherwise hold itself out as providing accreditation services for the purposes of the EU Accreditation Regulation , or refer to any other conformity assessment services that fall within the scope of CQC accreditation as "accreditation"; and
 - 3.2.9 make reference to CQC Accreditation only in the permitted manner in terms of clause 2.4 and the further information provided on the CQC website and comply with the requirements set out by the Department for Business, Innovation, and Skills (or any successor department of Government) concerning conditions for use of national accreditation symbols and take all reasonable steps to ensure that compliance with these conditions is enforced amongst its clients.
- 3.3 The Customer undertakes to CQC to notify it of any circumstances which may affect the Customer's ability to comply with this Agreement or may otherwise affect, or potentially affect, the Customer's ability to fulfil the requirements for Accreditation as set out in its Certificate, including:
- 3.3.1 any change in its legal, commercial, ownership or organisational status;
 - 3.3.2 any order being made for the winding up of the Customer or for the appointment of an administrator, administrative receiver or receiver or such other voluntary or involuntary liquidation of the Customer;
 - 3.3.3 any action being taken to enforce security granted by the Customer following default by the Customer in respect of the secured obligation;
 - 3.3.4 any changes to its top management or key personnel;
 - 3.3.5 any change in its premises, equipment, facilities, resources or working environment;
 - 3.3.6 any significant change in its conformity assessment processes, practices or procedures; or
 - 3.3.7 any change in its principal business policies.
- 3.4 The Customer shall notify CQC promptly of any safety-related incidents associated with the Customer's accredited scope of activities that may lead to enforcement

action against the Customer and provide information relating to the incident to allow CQC to assess the implications on the accreditation status of the Customer.

- 3.5 If operating as a Conformity Assessment Body which certifies or otherwise recognises the activities of its clients, the Customer shall decline to certify any client to any standard used by CQC for accrediting a Conformity Assessment Body save in so far as it may be necessary to assess a subcontractor to confirm that it meets the Conformity Assessment Body's requirements and where a subcontractor is so evaluated, ensure that any documentation issued as a result of successful assessment clearly states that it is only for the purposes of the subcontract and is not certification or accreditation.
- 3.6 The Customer shall assist CQC in the investigation and resolution of any complaints made by third parties about the Customer's accredited activities.
- 3.7 Upon withdrawal or during suspension of Accreditation, the Customer shall withdraw and cease to use all material including that in electronic form on its website or elsewhere, referring to its Accreditation in so far as it relates to the conformity assessment tasks, for which it has had its Accreditation suspended or withdrawn.
- 3.8 Pay such fees and charges as are due to CQC on the terms set out in CQC's Terms of Business.

4 Confidentiality

Each Party shall keep confidential any information about the business affairs of the other which may come within its knowledge during the term of this Agreement, and shall not disclose to any third party without the consent of the other, provided that the above restriction shall not apply to:

- 4.1 confidential communications between the Parties and their respective professional advisers;
- 4.2 communications between a Party and any of EA, IAF, ILAC or signatories to the mutual recognition agreements between the members of such bodies under the terms of any cross border policies published by any of EA, IAF or ILAC;
- 4.3 disclosures required to be made by either Party including, in the case of CQC, any of its assessors or experts as required by law or by any court or fiscal or other regulatory authority; and
- 4.4 any information which, after the date of this Agreement, comes into the public domain, other than as a result (directly or indirectly) of the act or omission of the Party concerned or which is obtained by the Party from a source independent of the other.

5 The CQC Terms of Business

- 5.1 The CQC Terms of Business form part of this Agreement.
- 5.2 CQC will charge the Customer on the basis set out in the CQC Terms of Business, it reserves the right not to issue or renew a Certificate and/or to suspend

Accreditation or not to carry out any assessment activity until such time as the Customer has settled all outstanding fees and expenses.

6 Health & Safety

The Customer shall ensure that CQC employees and agents, when attending the Customer's or its clients' sites for assessment purposes, are provided with such personal protective equipment as may be necessary to reduce risks to an acceptable level and meet any applicable legal requirements.

7 Liability

7.1 CQC shall have no liability to the Customer, whether in contract, tort or otherwise, for any losses, however caused, arising out of or in connection with this Agreement save to the extent that such losses arise out of the negligence of CQC, its officers, employees or agents.

7.2 The Customer acknowledges that no employee or agent of CQC owes any personal duty of care to it and that it shall not be entitled to bring any claim against any person other than CQC arising out of or in connection with this Agreement.

7.3 Notwithstanding clause 7.1, CQC shall have no liability for any indirect or consequential loss or damage, costs or expenses, or to the extent that loss arises out of the provision of false, misleading, or incomplete documentation or information by the Customer.

7.4 The maximum aggregate liability of CQC to the Customer in respect of any loss (including costs and expenses) arising out of or in connection with this Agreement shall not exceed the higher of:

7.4.1 three times the average of the CQC Annual Charges in respect of the previous four completed CQC Business Years (or if less than four CQC Business Years have been completed since Accreditation was granted, such lesser number of years as have been completed) subject to a maximum of £500,000; and

7.4.2 £50,000

unless such liability arises from fraud by CQC or its agents.

8 Indemnity

The Customer undertakes to indemnify CQC against any losses suffered by or claims made against CQC as a result of misuse by the Customer of any Certificate or licence to use any accreditation symbol granted by CQC and/or as a result of any breach by the Customer of the terms of this Agreement.

9 Complaints

9.1 Any complaint by the Customer against CQC must be made in writing and should follow the complaints process published on CQC' website.

9.2 Any complaint against the Customer received by CQC will be handled in accordance with CQC' published processes.

10 Appeals

Appeals against a decision of CQC in the exercise of its functions under the EU Accreditation Regulation may only be made in accordance with the procedure set out in the UK Accreditation Regulations.

11 Term of Agreement

11.1 This Agreement shall continue in force unless and until terminated by either Party giving:

11.1.1 90 days' Notice to the other if a Certificate is currently valid; or

11.1.2 30 days' Notice to the other if a Certificate is not currently valid.

11.2 CQC may withdraw Accreditation and terminate this Agreement with immediate effect by Notice to the Customer:

11.2.1 in the circumstances set out in clause 2.8;

11.2.2 if the Customer, being a company, has entered into liquidation, whether compulsory or voluntary (but not including liquidation for the purposes of reconstruction), or has an administrator, administrative receiver or a receiver appointed;

11.2.3 if the Customer fails to pay, within 10 Business Days of receipt of a final demand Notice, any fees and expenses due to and invoiced by CQC;

11.2.4 if the Customer's actions or other circumstances beyond its control, in the reasonable opinion of CQC, impede its ability to assess the Customer for Accreditation; or

11.2.5 where there is proven evidence of fraudulent behaviour, or if the Customer intentionally provides false information, or violates accreditation requirements.

11.3 At the date of termination of this Agreement any Certificate shall immediately cease to be valid and the Customer will immediately cease to use any reference to Accreditation and withdraw all advertising or other matter, including that in electronic form on its website or elsewhere' which contains any reference to Accreditation.

11.4 On termination the Customer will discontinue the issue of accredited certificates and reports and take such action with its existing clients holding accredited certificates as CQC may require to indicate that the Customer is no longer accredited by CQC.

11.5 Any termination of this Agreement however caused shall be without prejudice to any rights or liabilities of the Parties which have accrued on or before the date of termination. Upon termination of this Agreement for any reason:

11.5.1 notwithstanding any other provisions of this Agreement, the terms of this clause 11 and clauses 1 (definitions and interpretation), 4 (confidentiality), 7 (liability) and 8 (indemnity) shall continue in force in accordance with their terms; and

11.5.2 all fees and expenses accrued but unpaid pursuant to this Agreement shall forthwith become due and payable.

12 Notices

12.1 Any Notice to be given under this Agreement shall be in writing in English and either be delivered by hand or sent by pre-paid recorded delivery first class post (or by air mail if overseas) or by a generally recognised international courier service (with relevant fees prepaid) as follows:

12.1.1 (in the case of CQC) to:

Address: 71 Fenchurch Street, London, EC3M 4BS,

For the attention of: The Company Secretary

12.1.2 (in the case of the Customer) to the address set out on the first page of this Agreement or to such other address and/or fax number as the Customer may notify under clause 12.2.

12.2 A Party may change the particulars set out in clause 12.1.1 or 12.1.2 by serving a Notice on the other.

12.3 In the absence of evidence of earlier receipt, all notices shall be deemed to have been served:-

12.3.1 if delivered by hand, at the time of delivery;

12.3.2 if posted by first-class recorded delivery inland post two Business Days after the envelope containing it was posted;

12.3.3 if sent (with relevant fees prepaid) by a generally recognised international courier service, two Business Days after the envelope containing it was delivered to the relevant international courier; and

12.3.4 if sent by facsimile, on completion of transmission;

Provided that where such delivery or transmission occurs after 5 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9 a.m. on the next following Business Day.

13 Severability

If any part of this Agreement is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

14 Subcontracting

In accordance with CQC, EA, IAF and ILAC requirements for cross-border accreditation, CQC may subcontract the assessment of any location of the Customer that is situated, or any of its activities that take place, outside of the United Kingdom to another competent accreditation body without the need for prior approval where

the subcontract accreditation body is a signatory to the mutual recognition agreements between the members of any of the EA, IAF and ILAC and provides accreditation for the relevant conformity assessment activity. Under the terms of any such subcontract arrangement CQC and the subcontract accreditation body can share information with each other concerning the conformity assessment body. In all cases CQC will remain responsible for the making of any decision relating to accreditation; CQC will not subcontract this activity.

15 Assignment

Except as otherwise agreed in writing between the Parties this Agreement shall not be assigned in whole or part.

16 Third parties

The Parties to this Agreement do not intend any of its terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement, save for the officers, employees or agents of CQC.

17 Law and Jurisdiction

This Agreement shall be governed and construed in accordance with English law and the Parties irrevocably agree that the English courts are to have jurisdiction to settle any disputes and to entertain any suit, action or proceedings (a) arising out of or in connection with this Agreement or (b) relating to any non-contractual obligations arising from or in connection with this Agreement.

In witness of which the Parties have signed this Agreement on the date set out above.

Signed by
Printed name:
Position: *Officer of the United Kingdom Accreditation Service*
Dated:

for and on behalf of
United Kingdom Accreditation Service

Signed by
Printed name:
Position:
Dated:

for and on behalf of
.....