



National Accreditation Board - Malta,
Mizzi House,
1st Floor,
National Road,
Blata I-Bajda HMR9010,
MALTA.

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NAB-MALTA ACCREDITATION CONTRACT

This Contract is being made today the ____th _____ between the:

(1) **National Accreditation Board – Malta** having its office at First Floor, Mizzi House, National Road, Blata I-Bajda, Hamrun hereinafter referred to “NAB-MALTA” and

(2) **[Enter Name of Applicant organisation, address]** and having company registration number **[enter company registration number]** hereinafter referred as “the Body”

For and on behalf of the Body

For and behalf of the NAB-MALTA

Signed

Signed

Name (please print)

Name (please print)

Position held within the Body

Position held within the NAB-MALTA

1. Definitions

1.1 Unless the context otherwise requires, the definitions in Legal Notice 306 of 2007 (National Accreditation Board (Malta) (Establishment) Regulations), Regulation (EC) 765/2008, Regulations RAB01 and RAB02 and other normative documents shall apply.

1.2 The following additional definitions shall apply, unless the context otherwise requires:

- **Contract** means the agreement in place between the NAB-MALTA and the Body as to Accreditation comprised by the Application or Applications, this Contract, the documents, standards, guidelines, accreditation criteria, accreditation guidelines, regulations or other materials.
- **EA** means European Co-operation for Accreditation
- **FALB** means Forum for Accreditation and Licensing Bodies
- **ILAC** means International Laboratory Accreditation Co-operation
- **IAF** means International Accreditation Forum
- **RAB01** means the NAB-MALTA publication “General Regulations”
- **RAB02** means the NAB-MALTA publication “Regulations for the use of the Accreditation Mark”.
- **Employee** means all other individuals under service contracts operating **on behalf of the NAB-MALTA**.
- **NAB-MALTA Officer** means those officers of the NAB-MALTA and any of them who from time to time are employed in and for the direction of the relevant scheme for accreditation operated by the NAB-MALTA
- **Officer** means an employee of the NAB-MALTA and any of them who from time to time are employed in and for the direction of the relevant scheme for accreditation operated by the NAB-MALTA.

- **Publications** include the NAB-MALTA, applicable international standards and EA, ILAC and IAF regulations, policies and guidelines for each accreditation scheme. The list (current edition) of NAB-MALTA publications which is made up of mandatory, guidance, directories and publicity documents is updated on an on-going basis and is available from the NAB-MALTA.

For the purposes of this Agreement the masculine shall refer also to the feminine.

The singular shall also mean the plural according to the context.

2. The NAB-MALTA Services

- 2.1 The NAB-MALTA shall, in consideration of and subject to payment of the NAB-MALTA's accreditation fees by the Body, assess and carry out surveillance and reassessment of the body to determine the competence and conformity against the relevant national, European and international standard(s), using the applicable NAB-MALTA, EA, IAF and ILAC guidelines and/or other publicly available scheme criteria.
- 2.2 The NAB-MALTA undertakes to abide by its **RAB01** "General Regulations" commitments and to apply the criteria for accreditation consistently. The Body shall be notified of the assessment team in advance and any objections to individual members on reasonable and justified grounds will, wherever possible, be accommodated.
- 2.3 The NAB-MALTA shall issue a Certificate of Accreditation to the Body when the NAB-MALTA is satisfied that the Body is competent and conforms to the relevant requirements of the accreditation scheme. The Scope of Accreditation of the Body, which is an integral part of the Certification of Accreditation, shall detail the specific area/s of activity for which the Body is accredited.
- 2.4 The Certificate of Accreditation shall remain in force on the condition that the Body complies with the terms of this Agreement, the NAB-MALTA publications **RAB01** and **RAB02** and other regulations, policies and technical guidelines which may be issued by the NAB-MALTA. Changes in current publications and the publication of new regulations shall be notified to accredited bodies as specified in the regulations. The Certificate shall always remain the property of the NAB-MALTA.
- 2.5 The use of the accreditation symbol by the Body and reference to accreditation shall be regulated by publication **RAB02** ("The Use of the Accreditation Symbol, Text Reference to Accreditation and Reference to EA MLA Signatory Status") of the NAB-MALTA.

- 2.6 Once accredited, the NAB-MALTA shall indicate how continuing conformity with the relevant criteria of accreditation shall be monitored in order that the Body may maintain accredited status. The frequency of monitoring shall be determined by the NAB-MALTA and depends on the scope and scale of the accredited activity of the Body. In addition to planned on-site surveillance assessments, the NAB-MALTA shall reserve the right to carry out additional or unscheduled surveillance activities, as it may reasonably require.
- 2.7 If, in the view of the NAB-MALTA, a Body fails to comply with the terms of this Agreement, including any undertakings given to the NAB-MALTA, the NAB-MALTA may suspend or withdraw accreditation, reduce the scope of accreditation, impose a moratorium on the issue of accredited certificates or extensions to scope, require reassessment or impose such other sanctions as are appropriate and legal.
- 2.8 Accreditation does not in any way change the contractual responsibilities between the Body and its clients. While accreditation is an indication of the competence of the Body, it cannot be taken to constitute an undertaking by the NAB-MALTA that the Body will maintain a particular level of performance.
- 2.9 The NAB-MALTA shall make publicly available a register of accredited conformity assessment bodies.

3. Service Requirements of the Body

The Body undertakes:

- 3.1. To comply with all of its obligations and responsibilities under this Contract.
- 3.2 To comply in full with the relevant requirements of the accreditation scheme including the NAB-MALTA publications (namely RAB01, RAB02, ATG10, ATG11, ATG12, ATG13, ATG14, ATG15 and **ATG18** and other regulations and policies as published time to time by NAB-MALTA) which all form part of this Agreement and which are subject to change.
- 3.3 To supply the NAB-MALTA with all the necessary information and facilities and to allow access and provide co-operation as, in each case, is necessary to enable it to provide the services specified in Clause 2.1. Access shall also be allowed to EA and FALB peer evaluation team members whilst the

NAB-MALTA is undergoing its peer evaluation. Access shall also be allowed to the Authority responsible for monitoring the NAB-MALTA.

- 3.4 To use reasonable endeavours to provide access to the NAB-MALTA Officers, EA and FALB peer evaluators and personnel from the Authority responsible for monitoring the NAB-MALTA to relevant areas of its clients' premises to conduct assessment of the Body's activities.
- 3.5 To comply with all the relevant statutory requirements and duties relating to its accredited activities and to keep itself apprised of all relevant legislative changes.
- 3.6 Not to use its accreditation in such a manner as to bring accreditation into disrepute, and to take appropriate steps to correct any statement used by itself and/or its clients which the NAB-MALTA considers misleading.
- 3.7 To make it clear in all contracts with its clients and in guidance documents that a certificate or report issued by it in no way implies that any product, service or management system certified is approved by the NAB-MALTA.
- 3.8 To ensure that it holds and is familiar with the most current copies of the NAB-MALTA, EA, FALB, ILAC, IAF and other relevant publications relevant to their activity and scope of accreditation.
- 3.9 To provide the NAB-MALTA, forthwith, with details of incidents within the scope of the Body's accredited activities where the incident may lead to an enforcement action against the Body.
- 3.10 To assist the NAB-MALTA in the investigation and resolution of any properly authenticated complaints made by third parties about the Body's accredited activities.
- 3.11 To ensure that the information which it gives to the NAB-MALTA generally and in response to specific requests for information for the purposes of publishing a listing in the register is accurate and not misleading. Each Body further undertakes to immediately inform the NAB-MALTA of any inaccuracy which appears in the register and of any change which occurs which necessitates an amendment for the register entry for that Body within 5 working days of the said inaccuracy coming to the Body's attention or of the said change occurring, whichever is relevant.
- 3.12 To inform the NAB-MALTA of any planned changes which may bear upon the Body's conformity with this Agreement and the relevant criteria or may otherwise affect, or potentially affect, the Body's capability or scope of accreditation, as specified in RAB01.

- 3.13 To withdraw all material referring to its accreditation upon withdrawal of accreditation, however determined.
- 3.14 If operating as an inspection body and/or laboratory:
- (a) to undertake any reasonable check inspections, calibrations or tests to enable the NAB-MALTA to verify the inspection, calibration or testing capability of the body and/or, where appropriate, to participate in such measurement audit and/or proficiency testing programmes as may be prescribed by the NAB-MALTA;
 - (b) to prepare, pack and despatch inspection samples, test pieces or other items needed by the NAB-MALTA or by its client for verification purposes;
 - (c) to afford its client or his representative reasonable co-operation to facilitate monitoring of the performance of the Body in relation to the contract with the client, including affording access, subject to confidentiality of work for other clients, to relevant areas of the Body's premises for witnessing or checking the inspections, calibrations or tests performed for its client.
- 3.15 Additionally, if operating as an inspection body to ensure that all safety-related incidents related to the scope of accreditation that are reported by clients or other parties such as enforcing authorities are recorded and investigated and appropriate corrective action taken.

4. Warranty

- 4.1 Each Body warrants:
- 4.1.1 that it has the right to make the basic information available to the NAB-MALTA and to authorise the NAB-MALTA to, in turn, make the basic information available in the register of accredited bodies.
 - 4.1.2 that the basic information and the act of making the basic information available on the NAB-MALTA website does not infringe any intellectual property, publicity or privacy right of any other third party or of any other law or regulation including data protection legislation.
 - 4.1.3 For the purpose of this clause, basic information shall be construed within the meaning of Clause 8.3 of RAB01.

5. Health and Safety

5.1 The Body shall ensure that the NAB-MALTA employees and agents, when attending the Body's or its customers' sites for assessment purposes, are safe and, where necessary, are provided with such personal protective equipment (PPE) as may be necessary to further reduce risks to an acceptable level and to meet any applicable legal requirements.

6. Obligations of the Body to its clients

6.1 The Body hereby acknowledges that accreditation does not diminish and should not be regarded in any way as diminishing the obligations of the Body to its clients. ~~While~~ Accreditation cannot be taken to constitute a representation by the NAB-MALTA that the Body always maintains a particular level of performance.

7. Liability

7.1 This Clause sets out NAB-MALTA's entire liability (including any liability for the acts and/or omissions of its employees, agents, or sub-contractors) to the Body in respect of any and all breaches of its contractual obligations and any and all tortuous acts or omissions including, but not limited to, negligence.

7.2 NAB-MALTA's entire liability will not, in aggregate, exceed the amount paid in fees pursuant to this Contract by the Body to NAB-MALTA in respect of NAB-MALTA's fees in the twelve-month period preceding the act, omission or brief complained of.

7.3 NAB-MALTA shall under no circumstances be liable to the Body for any special, consequential or indirect loss. In this clause, "special consequential or indirect loss" shall include, without limitation, loss of profit, loss of business, loss of goodwill and loss of savings.

7.4 Nothing in clauses 7.1, 7.2 and 7.3 above shall confer any right or remedy upon the Body to which it would not otherwise be entitled.

7.5 The NAB-MALTA shall not be liable for any internet or telecommunications failure, computer virus, third party interference or effect of any third-party software or hardware that may interrupt or delay access to any electronic register or cause any other problems or losses.

7.6 The NAB-MALTA shall not be liable to the Body for any loss or damage including injury to reputation suffered by the Body as a result of the appearance or non-appearance for any reason whatsoever in the register of accredited bodies, the positioning of the Body relative to any other organisation, or as a result of the use by the public of the register of the Accredited Bodies or the NAB-MALTA website.

8. Indemnity

8.1 The Body shall indemnify NAB-MALTA against any and all claims, damages, costs, charges and expenses (including legal expenses) made against or incurred by NAB-MALTA arising from or incurred by reason of any failure of the Body to comply with any provision of the present Contract, and RAB01 and RAB02 or by reason of any claimed infringement or breach by the Body in the court of its carrying out accredited activities of any third person's contractual or other rights or any duty of care owed by the Body to its customers or by reason of any false or misleading claims or representations made by the Body in relation to its Application or its Accreditation status.

9. Termination

9.1 In the event of termination or resignation of accreditation pursuant to RAB01 Section 7, such termination or resignation shall be without prejudice to any rights or liabilities of the parties which have been accrued on or before the date of cessation of accreditation, but neither party shall have any right to require the performance of or be under any obligation to perform this agreement after such a date. Upon the termination of this agreement for any reasons: -

9.1.1 Notwithstanding any other provisions of this Agreement, the terms of this clause, clause 7 and clause 8 shall continue in force in accordance with their terms; and

9.1.2 All fees and charges accrued (but unpaid) pursuant to this Agreement shall forthwith become due and payable.

10. Force Majeure

10.1 No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed as set out in this Agreement shall give rise to any claim against such

party or be deemed to be a breach of contract to the extent that such a failure or omission arises from causes reasonably beyond the control of such party.

11. Assignment

11.1 Except as otherwise agreed by the parties in writing, this Agreement shall not be assigned in whole or in part.

12. Third Parties

12.1 No person (other than officers, employees, assessors or agents of the NAB-MALTA) who is not party to this Agreement has or shall have any rights to enforce any term of this Agreement and no consent of any person who is not a party shall be required for any cancellation or variation of this Agreement.

13. Law and Jurisdiction

13.1 This Agreement shall be governed and construed in accordance with Maltese Law. The parties hereby agree to submit any dispute arising out of this contract to the exclusive jurisdiction of the Maltese Arbitration Centre.

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