



# MANAGEMENT SYSTEMS ACCREDITATION MANUAL

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## FOREWORD

This manual explains the operational activities and responsibilities of the ANSI-ASQ National Accreditation Board (ANAB) and management systems CBs accredited under the ANAB symbol. This manual is a companion document to ISO/IEC 17021, related IAF documents, and ANAB Accreditation Rules. Other activities and responsibilities of ANAB and ANAB-accredited CBs may be described in additional guidelines and administrative documents.

For more information, contact the ANSI-ASQ National Accreditation Board, 600 N. Plankinton Ave., Suite 300, P.O. Box 586, Milwaukee Wisconsin, 53201-0568, USA, telephone 414-347-9858, facsimile 414-298-2509, [anab@anab.org](mailto:anab@anab.org), [www.anab.org](http://www.anab.org).

Note: All references to ISO, IAF, and ANAB documents and other controlled materials are to the current issues of the documents. Most ANAB documents are accessible free of charge at [www.anab.org](http://www.anab.org). IAF documents are accessible free of charge at [www.iaf.nu](http://www.iaf.nu).

## DEFINITIONS

**Accreditation requirements:** In addition to this ANAB Accreditation Manual and applicable ANAB Accreditation Rules, ISO/IEC 17021 and related IAF documents.

**Accreditation Rules:** Requirements for accreditation by ANAB.

**Base standard program:** A program for a certification standard for which ANAB offers accreditation that is not based on another standard (examples are ISO 9001 QMS, ISO 14001 EMS, BS OHSAS 18001 OHSMS, and ISO/IEC 27001 ISMS).

**Closure (of a nonconformity):** Evidence of acceptable correction and corrective action, or an acceptable plan for correction and corrective action, along with evidence the plan is being implemented.

**Correction:** Action to eliminate a detected nonconformity ([ISO 9000:2005, 3.6.6](#)).

**Corrective action:** Action to eliminate the cause of a detected nonconformity or other undesirable situation. Corrective action is taken to prevent recurrence ([ISO 9000:2005, 3.6.5](#)).

**Document review:** Process of comparing the requirements embodied in the applicant's certification and management systems documentation with accreditation criteria.

**Enterprise Quality Manager (EQM):** Web-based data system used by ANAB to administer CB accreditation programs. Users (including ANAB personnel and accredited and applicant CBs) can access EQM via ANAB's website ([www.anab.org](http://www.anab.org)).

**Executive Assessment Team Leader (EATL):** ANAB assessment team leader assigned to a CB for the accreditation period to manage communication and workflow. The EATL conducts office assessments, manages assessments of CB witnessed audits, investigates complaints, and works directly with the CB on technical questions about the CB's systems. In most cases, the EATL will be reassigned and the CB will be transferred to a new EATL during the reaccreditation office assessment.

**Initial assessment:** Process of evaluating an applicant CB's suitability for accreditation using such techniques as review of documentation, office assessments, and witnessed CB audits.

**International Accreditation Forum (IAF):** World association of conformity assessment accreditation bodies and other bodies interested in conformity assessment in management systems, products, service, personnel, and similar programs. Its primary function is to develop a single worldwide system of conformity assessment that reduces risk for business and its customers by assuring them that accredited certificates can be relied on ([www.iaf.nu](http://www.iaf.nu)).

**Major nonconformity:** Absence of or failure to implement and maintain one or more requirements for accreditation or requirements of the CB's certification system or the CB's management system, which would on the basis of available objective evidence raise significant doubt as to the credibility of the certificates issued by the CB; *or* a number of minor nonconformities to one or more requirements, which when combined represent a breakdown of the CB's systems; *or* a minor nonconformity previously issued and not addressed effectively.

**Minor nonconformity:** Observed lapses in the CB's systems that do not represent a breakdown of the CB's systems and do not raise significant doubt with regard to the credibility of any certificates issued by the CB.

**Nonconformity (NCR):** Non-fulfillment of a requirement ([ISO 9000:2005, 3.6.2](#), and [ISO 14001:2004, 3.15](#)). Also referred to as a nonconformance.

**Office assessment:** Systematic and independent evaluation performed at the CB's facility to determine whether the CB's management system for operating a certification system has been and continues to be effectively implemented.

**Opportunity for improvement (OFI):** Any finding not classified as a nonconformity or not withdrawn. Any negative finding of a potential nonconformity will be classified as an OFI (see definition of preventive action). There may be OFIs that are not potential nonconformities, and not all OFIs need to be documented using the finding form.

**Preventive action:** Action to eliminate the cause of a potential nonconformity or other undesirable situation ([ISO 9000:2005, 3.6.4](#), and [ISO 14001:2004, 3.17](#)).

**Stage 1 audit:** First stage of a two-stage audit conducted by a CB of an organization for management systems certification. The stage 1 audit is for conducting a document review, confirming the organization has conducted an effective aspects analysis, confirming the organization is knowledgeable of legal requirements, and determining the organization's readiness for a stage 2 audit.

**Stage 2 audit:** Second stage of a two-stage audit conducted by a CB of an organization for management systems certification. The stage 2 audit is to confirm effective implementation of a management system.

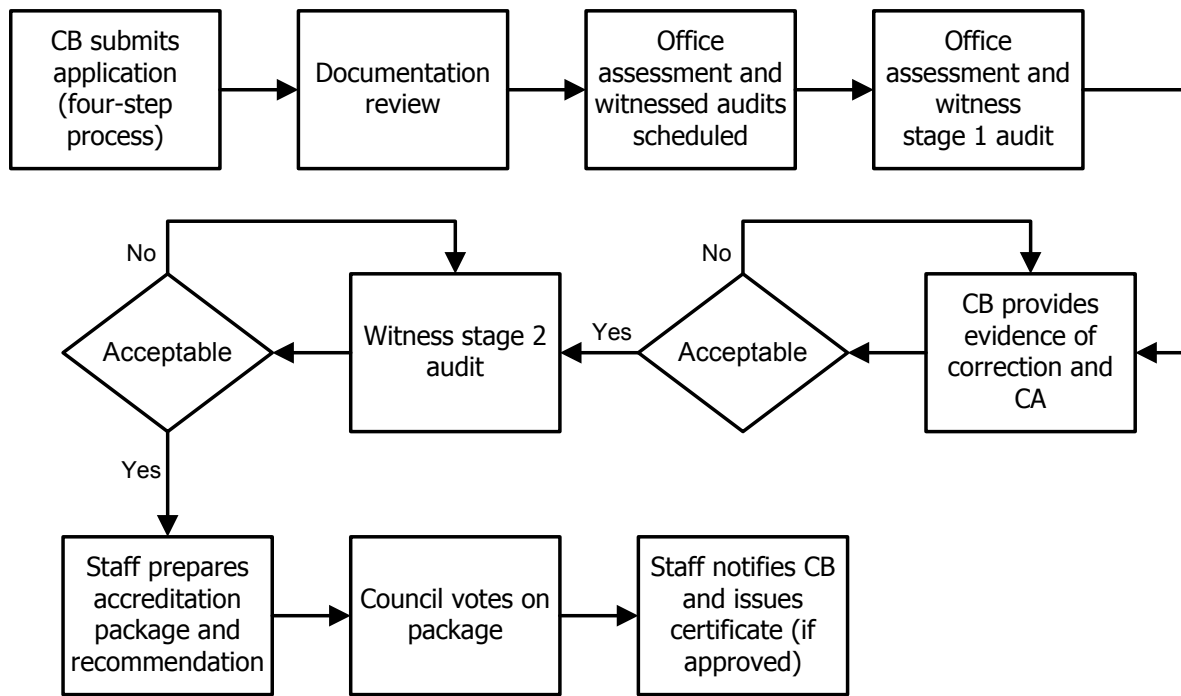
**Subordinate standard program:** A certification program dependent on a base standard for which ANAB offers accreditation (for example, AS9100 or TL 9000 based on ISO 9001 QMS).

**Suspension of accreditation:** Temporary restriction of the services a CB may provide within the scope of accreditation. While accreditation for a standard is suspended, a CB may not issue any initial ANAB-accredited certification for that standard (see Article 16).

**Withdrawal (cancellation) of accreditation:** Cessation of accreditation. Requires return of the certificate of accreditation, cessation of use of the ANAB symbol in any form and any reference to accredited status, withdrawal of accredited certificates, and notification of withdrawal published at [www.anab.org](http://www.anab.org) (see Article 16).

**Witnessed CB audit:** Witnessing by an ANAB assessment team of a CB's auditor or audit team conducting an audit (from beginning to end) of an organization's management system to the requirements of applicable standards to ascertain the auditor's or audit team's competence to conduct the audit and to evaluate the effectiveness of the CB's audit program implementation.

## ANAB INITIAL ACCREDITATION PROCESS



## ARTICLE 1: APPLICATION FOR ACCREDITATION

1.1. Information about the application process, including sample application forms in PDF format, is available on ANAB's website ([www.anab.org](http://www.anab.org)).

1.2. Formal application must be made electronically through a web portal to ANAB's Enterprise Quality Manager (EQM) database (to which ANAB provides access after receiving application fees).

1.3. In step 1 of the application process, the CB provides evidence of conforming to base requirements. ANAB reviews the base application and notifies the CB in writing of the review results. When the application is deemed complete, ANAB notifies the CB in writing that ANAB has accepted the application.

1.4. Steps 2, 3, and 4 include the CB purchasing and downloading an application for a specific standard (for example, ISO 9001 or AS9100) and subsequently uploading the completed application. ANAB staff verifies that ANAB is able to serve the CB in terms of policies, scope, and availability of competent assessors and experts. A public announcement of the CB's application is posted on ANAB's website with instructions for submitting comments to ANAB during a 30-day comment period. ANAB or the CB shall acknowledge and respond to any comments received if appropriate.

1.5. If at any time during the application process ANAB deems that the CB does not have the potential to meet the accreditation requirements, ANAB shall inform the CB in writing that the application cannot be considered further and the reason(s) thereof. Application fees are not refunded.

1.5.1. If the CB wishes to re-apply, a new application and application fee shall be required.

1.6. The CB shall actively pursue initial accreditation by participating in required accreditation activities in a timely manner (for example, providing additional information when requested, responding to requests for corrective action, arranging for office assessments, and arranging for suitable audits for ANAB to witness).

1.6.1. If a CB is unable to achieve accreditation within one year of ANAB's receipt of the application, ANAB may withdraw the CB's application (for the specific standard or scope applied for). ANAB will notify the CB of the impending change of status

1.6.2. If the CB wishes to re-apply, the CB shall provide a new application and application fee.

## ARTICLE 2: GENERAL REQUIREMENTS FOR ASSESSMENTS

2.1. ANAB informs the CB of the identities, employment status, and experience of the members of the assessment team, including any technical expert needed.

2.1.1. If the CB submits an objection in writing concerning any assessment team member, ANAB shall not assign that person to the team if ANAB deems the objection well founded.

2.2. ANAB team members shall have no relationships with the CB and are required to keep confidential all information about the CB and its operations.

2.3. For witnessed CB audits, the number of members of the ANAB assessment team shall equal the number of members of the CB's audit team.

2.4. The CB shall have enforceable arrangements with organizations being audited for accredited certification to ensure ANAB access to witness the CB's audit team performing an audit at the organization's site.

2.5. The CB shall notify ANAB when an organization refuses a witnessed audit. If the organization transfers to another CB to avoid having its audit witnessed, an ANAB-accredited certificate shall not be issued. ANAB will notify IAF member accreditation bodies of such refusals.

2.6. During ANAB's witnessing of a CB audit, the ANAB assessor is not authorized to agree to any release of responsibility by the witnessed organization for the safety of the audit teams, and is expected to take immediate action at any time to avoid injury, including leaving the area or the organization if necessary. The ANAB assessor will conform with the safety rules of the organization as made known to the ANAB assessor.

2.7. If at any time during ANAB's witnessing of a CB audit the ANAB assessor observes a potential hazard he or she considers to be an imminent risk of high severity to health and safety, the assessor shall request an immediate caucus with the CB's audit team leader to inform him or her of the potential hazard, with the expectation that the CB's audit team leader will address the hazard with the organization in accordance with the CB's processes.

2.8. The ANAB assessment report and identified nonconformities (NCRs) related to noncompliance with statutory or regulatory requirements by the witnessed organization shall be written in terms of the management system requirements, certification requirements, and accreditation requirements, with due consideration of the risk to the organization of disclosure to other parties.

2.9. ANAB assessments are administered through EQM.

2.9.1. ANAB staff and accreditation assessors and the CB are required to maintain assessment information in EQM.

2.9.2. EQM generates an email confirmation to the CB and ANAB's assessment team to confirm the assessment and outline the detail.

2.9.3. The CB shall upload to EQM the pre-assessment documentation required by ANAB by the date indicated in the email confirmation.

2.9.4. ANAB assessment teams prepare and make available to the CB via EQM a report on results of each assessment.

2.9.5. All identified nonconformities are documented and entered in EQM.

2.9.6. All responses to nonconformities shall be documented and entered in the appropriate fields in EQM. Any evidence supporting the responses shall be attached in EQM in the appropriate fields.

2.9.7. Evidence of effective implementation of acceptable correction and corrective action or corrective action plan shall be entered in EQM.



## ARTICLE 3: INITIAL ASSESSMENT

3.1. Upon accepting an application, ANAB assigns the application to an ANAB accreditation assessment reviewer.

3.1.1. If the CB's Executive Assessment Team Leader (EATL) is a competent assessor for the specific standard then the EATL will be the reviewer. If not, an assessor competent for the specific standard will be the reviewer.

3.1.2. For the first application to ANAB for initial accreditation, ANAB assigns at least one other assessment team member to participate with the assessment team leader at the initial office assessment. For subsequent applications, ANAB may assign additional assessment team members for the initial office assessment.

3.1.3. Under the IAF MLA ANAB may accept full-system office assessments or witnessed audits by an IAF MLA signatory accreditation body for initial accreditation (provided the CB has signed the Agreement for Cooperative Accreditation) or ANAB may consider joint assessment teams with other accreditation bodies.

3.1.3.1. If ANAB accepts assessments by an IAF MLA signatory accreditation body, ANAB may conduct abbreviated office assessments or witnessed audits.

3.2. The assessment team leader reviews and evaluates the applicant's documentation submitted with the application to determine if the requirements for accreditation have been satisfactorily integrated into the applicant's management system and operating procedures and documentation. The assessment team leader shall provide the results of the document review within the application. The applicant may be required to provide clarifications and corrections before the accreditation process proceeds.

3.3. ANAB and the assessment team leader arrange with the applicant a mutually acceptable schedule for the office assessment(s) and the two stages of the witnessed CB audits to ensure all objectives of the assessment(s) are achieved. ANAB shall confirm this schedule in EQM, including a request for details on logistical arrangements, the applicant's audit team competence, details of the applicant's audit plan, and any other information required of the applicant to carry out the assessment process. Prior to the office assessment, ANAB informs the applicant of the ANAB plan for the office assessment and the ANAB assessment process.

3.3.1. Other locations of the CB are also subject to assessment if they are considered "critical" as defined in the IAF documents on cross frontier accreditation (see [ANAB Accreditation Rule 6, Implementation of IAF Guidance on Cross Frontier Accreditation](#)).

3.3.2. Prior to conducting the office assessment for initial accreditation, the applicant shall have conducted a complete internal audit (all elements of the management system) and at least one complete management review that includes review of the results of the complete internal audit.

3.3.3. For initial witnessed CB audits, ANAB shall witness the CB's audit team conducting a stage 1 and stage 2 audit of an organization's management system to the requirements of

applicable standards. ANAB prefers to witness a CB's stage 1 and stage 2 audits of the same organization in sequence.

3.3.4. For initial accreditation, ANAB may accept work from another IAF MLA signatory AB, in which case ANAB may accept a stage 2 witnessed audit without a stage 1 witnessed audit if the other AB does not conduct stage 1 witnessed audits in its accreditation process; ANAB will then witness a stage 1 audit at the first opportunity.

3.4. The ANAB assessment team conducts the office assessment and witnessed CB audits. For each assessment, the assessment team leader prepares an assessment report including assessment details, discussion of nonconformities issued and concerns identified, and conclusions reached by the assessment team. Nonconformities shall be documented and reported for identified deficiencies that require correction, determination of cause, and corrective action by the applicant. Opportunities for improvement are also identified in the assessment report but do not require a formal response. The assessment report and nonconformities are entered in EQM, where the CB can access them.

3.4.1. Prior to witnessing the stage 2 portion of the audit, the applicant shall present the ANAB assessment team evidence of the completed report and/or conclusions from the stage 1 portion of the audit.

3.5. In keeping with Article 13 of this procedure, nonconformities shall be closed before the initial accreditation decision process is initiated. Follow-up assessments and/or additional assessments may be required. ANAB shall communicate results of all reviews to the applicant via EQM.

3.6. Initial assessments shall occur within the 12-month period preceding the accreditation decision. If any assessment occurred more than 12 months prior to the accreditation decision, ANAB may require a follow-up assessment.

## ARTICLE 4: INITIAL ACCREDITATION DECISION PROCESS

4.1. If the assessment team concludes the effectiveness of the certification system is satisfactory and ANAB staff concludes all other requirements have been met, including closure of all nonconformities, ANAB staff prepares an accreditation package for the ANAB Accreditation Council. The package consists of a summary of the CB's application information, all nonconformities issued including the CB's response and ANAB's review of the responses, and the ANAB executive review of the initial accreditation activity and recommendation.

4.1.1. The [ANAB Council Operating Procedure \(PR 1000\)](#) governs Accreditation Council voting.

4.2. If the Accreditation Council decides in favor of initial accreditation, the decision shall be communicated to ANAB staff. The Council may impose certain conditions in its decision to accredit the applicant. The newly accredited CB shall ensure that those conditions are met.

4.2.1. ANAB staff shall notify the CB of the favorable decision.

4.3. If the Accreditation Council decides against initial accreditation, the decision shall be communicated to ANAB staff. ANAB staff shall notify the CB in writing of the basis of the decision

and any appropriate next steps for the applicant. The applicant may appeal the decision in keeping with Article 17.

4.3.1. The unsuccessful applicant is responsible for ANAB fees and assessment expenses associated with the accreditation activity.

## ARTICLE 5: INITIAL ACCREDITATION

5.1. For the first base standard for which a CB is accredited by ANAB, ANAB staff shall prepare a certificate of accreditation upon receipt of the Accreditation Agreement (Annex 1) duly signed by a company officer on behalf of the CB and payment of any unpaid invoices that are due.

5.1.1. The agreement applies to the initial ANAB accreditation and all subsequent ANAB accreditations.

5.2. ANAB updates the published list of accredited CBs on ANAB's website ([www.anab.org](http://www.anab.org)).

5.3. ANAB shall send the CB the certificate of accreditation and ANAB accreditation symbol (see [ANAB Accreditation Rule 2, Conditions for Use of the ANAB Name and Accreditation Symbol](#)).

5.4. The scope of accreditation, issue date, initial accreditation date, and expiration date shall be shown on the certificate, along with CB locations, with critical locations identified and countries in which the CB has issued or is planning to issue ANAB-accredited certifications.

## ARTICLE 6: CERTIFICATES ISSUED PRIOR TO ACCREDITATION

6.1. A CB newly accredited by ANAB may issue ANAB-accredited certificates only after formal recognition of accreditation is received from ANAB.

6.1.1. ANAB-accredited certificates may be issued to the CB's clients for which ANAB assessors witnessed satisfactory audits by the CB for initial accreditation of the CB, and for any of the CB's clients subsequently audited by the CB within the scope of the ANAB accreditation.

6.1.2. Clients audited and/or certified prior to the satisfactory witnessed audit(s) for initial accreditation may have certificates issued to include the ANAB accreditation symbol following a satisfactory surveillance or recertification audit by the CB that is conducted after the date of accreditation. The CB shall provide ANAB a plan to transition clients certified prior to accreditation to ANAB-accredited certification, and the plan shall be approved by ANAB prior to implementation.

6.1.3. The CB shall not issue or re-issue a certificate with an ANAB accreditation symbol bearing an issue or effective date prior to the date the CB attained ANAB accreditation.

6.2. CBs previously accredited for the specific standard by an accreditation body that is a signatory to the IAF Multilateral Recognition Arrangement (MLA) may formally request of ANAB an exception to the preceding. The CB shall provide ANAB a plan to transition clients certified prior to accreditation to ANAB-accredited certification, which shall be approved by ANAB prior to

implementation. ANAB will evaluate the plan and history of the CB making this request and will expect permission to make inquiries of the other relevant accreditation bodies. Following this retrospective evaluation, ANAB may permit replacing the previously issued certificates with ANAB-accredited certificates.

6.2.1. ANAB will establish the date after which the CB may issue or re-issue certificates with the ANAB symbol.

## ARTICLE 7: MAINTAINING ACCREDITATION

7.1. ANAB monitors and evaluates the CB's competence and conformity with the accreditation requirements, reference documents, and applicable ANAB Accreditation Rules throughout the term of the accreditation. This includes periodic office assessments to monitor selected requirements and periodic witnessing of CB audit teams conducting management systems audits to applicable standards.

7.2. ANAB shall conduct office assessments at approximately six months after initial accreditation to the first standard or 12 months after the first initial office assessment, whichever occurs first, and thereafter every 12 months. The intent is to schedule office assessments six months prior to the month of expiration of accreditation. ANAB reserves the right to conduct unscheduled office assessments at times other than those stated.

7.2.1. When the CB gains accreditation for additional standards, office assessments will be conducted concurrently when possible.

7.3. ANAB shall witness audits of CB audit teams annually for each standard or as otherwise stated in the applicable Accreditation Rule for each standard. ANAB reserves the right to witness additional CB audits if deemed necessary.

7.3.1. One of the annual witnessed audits (including the stage 1 and 2 certification audits) during the accreditation period may be an audit to a subordinate standard.

7.3.2. ANAB shall determine what type of audits to witness during the four-year accreditation cycle, to include at least one surveillance audit, one recertification audit, and one initial audit (stages 1 and 2). Depending on the CB's certification activity, the types of audits witnessed may include integrated or combined, team (more than one CB auditor), surveillance, special, etc.

7.3.2.1. To evaluate the CB's initial audit process, ANAB shall witness the CB's audit team conducting a full-system audit, including stages 1 and 2, of an organization's management system to the requirements of the applicable standard. ANAB prefers to witness a CB's stage 1 and stage 2 audits of the same organization in sequence.

7.3.2.1.1. If the CB does not have any initial (stage 1 and 2) audits for a given standard during an accreditation cycle, then ANAB will not witness this type of audit but shall complete an annual witnessed audit each year. ANAB shall determine the type of audit to replace the initial audit.

7.3.3.2. The guidelines used for selecting the witnessed audits may include but are not limited to different technical area each year, audit type, office assessment results, and complaints.

7.4. ANAB may accept office assessments or witnessed CB audits by other IAF Multilateral Recognition Arrangement (MLA) signatory accreditation bodies in lieu of an ANAB assessment (if the CB has signed the Agreement for Cooperative Accreditation) or ANAB may consider joint assessment teams with other accreditation bodies.

7.5. Other locations of the CB are also subject to assessment as defined in the IAF documents on cross frontier accreditation and [ANAB Accreditation Rule 6, Implementation of IAF Guidance on Cross Frontier Accreditation](#).

7.6. ANAB staff is authorized by the Accreditation Council to make decisions for continued accreditation (within the four-year accreditation period) based on the satisfactory results of annual assessments and satisfactory correction and corrective actions for any nonconformities. Unsatisfactory results may require increased surveillance activity per Article 8, or suspension or withdrawal of accreditation per Article 16.

## ARTICLE 8: INCREASED MONITORING OF ACTIVITY

8.1. ANAB staff is authorized by the Accreditation Council to increase monitoring of a CB's activity in circumstances where there is reasonable concern about the CB's operations but where suspension or withdrawal of accreditation may not be appropriate. Increased monitoring need not precede suspension or withdrawal.

8.2. Increased monitoring may be required on the basis of any of the following reasons:

8.2.1. Significant organization changes

8.2.2. Increased certification activity

8.2.3. Multiple nonconformities and/or complaints in a specific program or process

8.2.4. Relationships that cause a real or perceived conflict of interest

8.2.5. Other conditions deemed appropriate

8.3. Increased monitoring may include an increase in office assessment and/or witnessed audit activity, depending on the reasons for increasing the frequency.

8.4. Monitoring of activity shall return to normal levels when ANAB regains confidence in the CB's system and the CB demonstrates effective control of its system.

## ARTICLE 9: RE-ACCREDITATION

9.1. For re-accreditation, ANAB shall conduct an office assessment or assessments of the CB's full certification system, including an assessment at the CB's head office and/or any other office designated as an accredited office for a given standard, at approximately six months prior to the

expiration of the accreditation, to include all standards for which the CB is accredited to provide certification.

9.1.1. Under the IAF MLA, ANAB may accept full-system office assessments by an IAF MLA signatory accreditation body for re-accreditation if all objectives of the ANAB assessment are achieved (if the CB has signed the Agreement for Cooperative Accreditation), or ANAB may consider joint assessment teams with other accreditation bodies.

9.1.1.1. If ANAB accepts assessments by another IAF MLA signatory accreditation body, ANAB may conduct an abbreviated office assessment to ensure accreditation requirements are achieved.

9.2. ANAB shall conduct all required witnessed audits as defined in section 7.3.2 prior to the expiration of accreditation.

9.3. Other locations of the CB are subject to re-accreditation assessments as defined in the IAF documents on cross frontier accreditation and [ANAB Accreditation Rule 6, Implementation of IAF Guidance on Cross Frontier Accreditation](#).

9.4. Before the expiration of accreditation, ANAB staff shall prepare the CB's re-accreditation package, consisting of a summary of all assessments that have occurred during the period of accreditation and including a summary of the nonconformities with status (i.e., pending action or closed) and when available corrective action responses (including correction, determination of cause, and corrective action) and any nonconformity trending that resulted from these assessments and the status of the nonconformities (for example, open, closed, or verified), summary of complaints, summary of appeals, and the ANAB executive recommendation. This package shall be submitted to the Accreditation Council for the re-accreditation decision.

9.4.1. The [ANAB Council Operating Procedure \(PR 1000\)](#) governs Accreditation Council voting.

9.5. The executive recommendation with justification may be for a four-year accreditation, short-term accreditation, suspension, or withdrawal.

9.6. If the Accreditation Council decides in favor of re-accreditation, the decision shall be communicated to ANAB staff and ANAB issues a new certificate of accreditation. The Accreditation Council may impose certain conditions in its decision to re-accredit the CB. The re-accredited CB shall ensure that those conditions are met.

9.7. If the Accreditation Council decides against re-accreditation, the decision shall be communicated to ANAB staff. ANAB staff shall notify the CB in writing of the basis for the Council's decision and any next steps on the part of the CB and ANAB appropriate to initiate suspension or withdrawal of accreditation in keeping with Article 14. The CB may appeal the decision in keeping with Article 17.

9.8. ANAB shall revise the CB's certificate of accreditation based on the Council's decision.

## ARTICLE 10: EXPANSION OR REDUCTION OF SCOPE

10.1. The scope of accreditation, if applicable, is specified in the ANAB Accreditation Rule for a given standard.

10.2. The CB shall formally apply for expansion of scope electronically through ANAB's EQM database. ANAB assigns the application to a reviewer competent for the requested scope.

10.3. ANAB staff is authorized by the Accreditation Council to make decisions on an expansion of scope under a management systems standard based on the recommendation of an accreditation assessor or technical expert following the process specified in the ANAB Accreditation Rule for a given accreditation program.

10.4. ANAB staff is authorized by the Accreditation Council to make decisions on a reduction of scope under a management systems standard when there is evidence that the CB no longer possesses the necessary competence for auditing and certification for the scope.

10.5. ANAB staff is authorized by the Accreditation Council to make decisions on transitions to new versions of standards following the process specified for the transition to a given standard.

## ARTICLE 11: COMPLAINTS

11.1. ANAB staff shall process any complaints against ANAB in keeping with ANAB procedures for complaints including, if necessary, the correction and corrective action process. The complaint shall be addressed in writing. Non-confidential information about complaints is at [www.anab.org](http://www.anab.org).

11.2. Complaints about ANAB-accredited CBs shall be addressed in accordance with [ANAB Accreditation Rule 13, Complaints About Certification Bodies and Certified Organizations](#).

11.3. Complaints about organizations with ANAB-accredited certification shall be addressed in accordance with [ANAB Accreditation Rule 13, Complaints About Certification Bodies and Certified Organizations](#).

11.4. ANAB shall maintain a record of all complaints received and their resolution. Non-confidential information about complaints is published on ANAB's website.

## ARTICLE 12: NONCONFORMITIES

12.1. If ANAB determines an accredited CB is not in conformance with accreditation requirements or with the CB's own policies and procedures, ANAB shall give the CB the opportunity to make correction, determine cause, and take corrective action within a period determined by ANAB without prejudice to the right to also initiate suspension or withdrawal.

12.2. A nonconformity may result from any assessment or other source of information (for example, a complaint) if there is objective evidence indicating non-fulfillment of any requirement.

12.3. For witnessed CB audits, because the ANAB assessment team witnessing a CB audit team functions as an observer only and cannot actively pursue an assessment trail, a potential



nonconformity is not classified prior to discussion with the CB audit team during the closing meeting between ANAB and the CB audit team. The CB audit team may have a reasonable explanation for deciding there was sufficient information to reach its decision of conformity or nonconformity for a given area. It is the responsibility of the ANAB assessment team to decide on the classification and status of a potential nonconformity.

12.4. ANAB shall document each CB nonconformity to include (1) the requirement, (2) the statement of finding, and (3) the evidence. ANAB shall provide the nonconformity to the CB electronically or in hard copy at the conclusion of the assessment activity and subsequently enter it in EQM for formal response by the CB.

12.5. ANAB shall classify any nonconformity as a major nonconformity or minor nonconformity.

12.6. ANAB periodically analyzes nonconformities for trends (three or more of the same or similar nonconformities), normally in conjunction with annual office assessments. Together with the CB, ANAB uses trending information to better understand overall concerns and effectiveness of the CB's corrective action system. Trends are reviewed annually as part of the decision on continuation of accreditation, re-accreditation review, and as ANAB deems necessary. After ANAB deems an identified trend resolved, the nonconformities considered part of the trend are not considered in future trending.

## ARTICLE 13: CORRECTIVE ACTION

13.1. The CB shall respond to any nonconformity via EQM.

13.2. The process for corrective action for most standards is outlined in this section; when a standard varies from this process (e.g., AS9100), the detail is found in the applicable Accreditation Rule for that standard.

13.3. The three parts of the CB's response are:

13.3.1. Correction, which may include containment.

13.3.2. Cause. It is necessary to determine the cause to take corrective action. The CB should use an appropriate process, such as root cause analysis or five whys, to determine cause.

13.3.3. Corrective action, including the method used to determine its effectiveness.

13.4. The CB shall upload evidence to EQM corresponding to the appropriate area (correction, cause, or corrective action).

13.5. Within 10 calendar days, the ANAB assessment team leader or technical reviewer shall review the response and enter his or her review in EQM.

13.6. ANAB accreditation assessors and staff are authorized by the Accreditation Council to assess whether adequate correction and corrective action have been taken and effectively implemented.

13.7. The review shall include justification for not accepting the response or for accepting the response and closure of the nonconformity.



13.7.1. A nonconformity may be withdrawn with justification.

13.8. If a response is not accepted, the CB shall enter additional responses and supporting documentation in EQM.

13.9. The corrective action process shall be repeated as necessary until the response is accepted and the nonconformity is closed, within the allowed response time (see sections 13.10 and 13.11 below).

13.10. For a major nonconformity, the CB shall submit a plan within 30 calendar days from the date of the nonconformity and *satisfactory* evidence of implementation within 60 calendar days from the date of the nonconformity, unless the CB and ANAB agree on a longer period of time. Failure to meet deadlines for responding to a major nonconformity shall result in recommendation for suspension.

13.11. For a minor nonconformity, the CB shall submit a plan within 30 calendar days from the date of the nonconformity and *satisfactory* evidence of implementation within 90 calendar days from the date of the nonconformity, unless the CB and ANAB agree on a longer period of time. Failure to meet the deadlines for responding to a minor nonconformity shall result in the nonconformity being escalated to a major nonconformity and addressed in accordance with 13.10.

13.12. Timelines do not include additional time for communication between ANAB and the CB if responses are not accepted. It is recommended that the CB provide responses early to allow time for additional reviews if needed. These timelines do not apply while a nonconformity is under appeal.

13.13. During assessments, ANAB shall verify continued effective implementation of correction and corrective action for any nonconformity addressed since the previous assessment.

## ARTICLE 14: PUBLIC NOTICE AND INFORMATION

14.1. ANAB makes public announcement of applications for accreditation (including the subsequent withdrawal of an application) and the granting, renewal, suspension, and withdrawal of accreditations.

14.2. ANAB maintains a publicly available directory of ANAB-accredited CBs and information regarding suspensions and withdrawals of accreditation on its website ([www.anab.org](http://www.anab.org)).

## ARTICLE 15: FEES

15.1. The CB shall pay fees as shown in the current fee schedule.

15.2. Payment in full of all invoices is due 30 days from the date on the invoice.

15.3. Within 10 calendar days after the expiration of the due date, ANAB will email a reminder to the CB with a copy of the invoice. At this time, the CB is officially on “financial probation.” A CB on financial probation may not:

15.3.1. Apply for expansion of the scope of accreditation.

15.3.2. Receive an ANAB-issued certificate for initial accreditation.

15.3.3. Apply for accreditation to additional standards.

15.3.4. In addition, ANAB may suspend any such activity that may be under way on behalf of the CB.

15.4. While on financial probation, a CB can still operate ANAB-accredited programs.

15.5. If ANAB does not receive payment within 60 calendar days of the invoice date (30 calendar days past the due date), a monthly 2% interest charge will be assessed on the outstanding amount due, backdating to the initial invoice date. This 2% interest per month will continue to accrue until the invoice is paid in full.

15.6. ANAB staff is authorized by the ANAB Accreditation Council to suspend a CB's accreditation if an invoice remains unpaid 90 calendar days after the invoice date (60 calendar days past the due date). ANAB will send the CB written notice of the suspension decision.

15.6.1. Possible action could also include withdrawal of accreditation.

15.7. A CB may appeal an invoice; however, the invoice shall be paid prior to the due date to avoid financial probation and or suspension as referred to above.

15.7.1. The CB can appeal an invoice following the appeal process outlined in Article 17. If the decision is in favor of the appellant, a credit or refund will be issued, including any interest the CB may have paid.

15.8. In case of premature termination of the Accreditation Agreement (withdrawal of ANAB accreditation), a pro-rata payment of the fee for the portion of the accreditation year during which accreditation was in effect is payable in full upon termination.

15.9. In keeping with the Accreditation Agreement, ANAB shall have the right to verify accuracy of revenue reported by the CB for the purpose of calculating fees.

## ARTICLE 16: SUSPENSION OR WITHDRAWAL OF ACCREDITATION

16.1. Suspension of accreditation places restrictions on a CB's ability to continue to offer and provide accredited certification. Suspension can be for the CB's full scope of accreditation or for specific standards.

16.1.1. While suspended, a CB shall continue to conduct required surveillance and recertification audits and other services necessary to maintain existing accredited certifications, and may continue to conduct audits for initial certification, but shall not issue any new accredited certifications within the scope of the suspension. Unaccredited certifications are allowed only within the specific accreditation requirements for each standard; additional suspension rules may apply for a given program (refer to ANAB Accreditation Rules).

16.1.2. The CB shall within 30 calendar days of notice of suspension provide to ANAB the name, mailing address, telephone number, and email address (as applicable) of every client with an accredited certification within the scope of the suspension.

16.1.3. While suspended, the CB shall pay in advance for any assessments or other services performed by ANAB to maintain accreditation.

16.2. Suspension or withdrawal of accreditation is initiated by formal action of a panel of the Accreditation Council and shall be lifted only by formal action of the same panel.

16.2.1. ANAB staff is authorized by the Accreditation Council to suspend a CB's accreditation for reasons outlined in [ANAB Accreditation Rule 11, Suspension of Accreditation by ANAB Management Staff](#).

16.3. The period of suspension shall not exceed six months unless specifically authorized by the panel of the Accreditation Council. Failure to satisfy the conditions or to remedy the causes of suspension within the specified time period is grounds for initiating withdrawal of accreditation.

16.4. Upon lifting suspension, any unaccredited certifications granted by the CB during the suspension shall be accredited only following a satisfactory surveillance audit of the organization by the CB. The CB may be allowed to issue ANAB-accredited certificates for clients whose initial certification process was completed by the CB during the suspension if approved by ANAB management on a case-by-case basis.

16.5. Following withdrawal, accreditation shall be granted again only after the CB has again successfully completed both the application process and the initial accreditation process, including payment of all required fees.

16.6. Any of the following reasons are considered grounds for suspension or withdrawal:

16.6.1. Failure of the CB to conform with accreditation requirements.

16.6.2. Inability or unwillingness of the CB to ensure conformity of its certified organizations to applicable standards.

16.6.3. Ineffective correction and/or corrective action taken, or corrective action not implemented within a specified time period.

16.6.4. Nonconformity with or failure to execute the ANAB Accreditation Agreement.

16.6.5. Improper use of the certificate of accreditation or the ANAB accreditation symbol (see [ANAB Accreditation Rule 2, Conditions for Use of the ANAB Name and Accreditation Symbol](#)).

16.6.6. Existence of a complaint or a number of complaints indicating the management system of the CB is not being maintained.

16.6.7. Failure to meet financial obligations to ANAB.

16.6.8. Failure to maintain an effective audit management program in keeping with the current issue of [ISO/IEC 17021](#).

16.6.9. Falsification of any nature.

16.6.9.1. ANAB will invoke IAF MD 7 and initiate its process for withdrawal when there is reliable evidence of fraudulent behavior or the CB intentionally provides false information or intentionally violates accreditation rules, including notification of all IAF member accreditation bodies by the IAF Secretary.

16.7. The chair of the Accreditation Council shall appoint a three-member panel of Council members, with one of the members appointed chair, for a suspension or withdrawal hearing. ANAB staff shall submit to the panel a recommendation for suspension or withdrawal with appropriate documentation to support the recommendation. ANAB shall provide a copy of the recommendation and supporting documentation to the CB.

16.7.1. ANAB staff shall schedule the hearing, which may be a face-to-face meeting or teleconference as agreed by the panel, the CB, and ANAB. For face-to-face hearings, the CB will be billed for travel expenses for the panel members.

16.7.1.1. Suspension and withdrawal hearings are not legal proceedings. Therefore, ANAB shall be notified at least 10 calendar days in advance if the CB intends to have legal counsel present to ensure ANAB has sufficient advance notice so that ANAB can also have legal counsel present. ANAB will invoice the CB for the cost of having ANAB's legal counsel present.

16.7.2. The CB may submit to the panel and ANAB staff documentation contesting or rebutting the recommendation for suspension or withdrawal.

16.7.3. At the hearing, except as otherwise agreed by all parties, the CB shall first have 30 minutes to present its position to the panel. Next, ANAB shall have 30 minutes to present its position. After a question-and-answer period and any rebuttals, the panel shall convene in private and reach its decision.

16.7.4. Within three calendar days or as otherwise agreed by all parties, the chair of the panel shall communicate the decision of the panel to the CB and ANAB.

16.7.5. Within three calendar days of the decision of the panel, ANAB staff shall notify the CB of suspension or withdrawal in writing. The notice of suspension or withdrawal shall include the effective date of suspension or withdrawal and a clear statement of the reason(s) for the suspension or withdrawal; for suspension the notice shall also include conditions for lifting of suspension. ANAB shall make public notice of the suspension or withdrawal on ANAB's website ([www.anab.org](http://www.anab.org)).

16.8. Upon receipt of notice of withdrawal of accreditation, the CB shall:

16.8.1. Provide to ANAB within five calendar days a list of all clients affected, including contact information for each client.

16.8.2. Provide to ANAB within five calendar days for review and approval the notice the CB intends to provide to its certified and applicant clients of (1) withdrawal or cancellation of ANAB accreditation, (2) the requirement for the client to return the ANAB accredited certificate (as applicable), and (3) the process to transfer to another ANAB-accredited CB or the process for the CB to transfer the ANAB-accredited certificates to another IAF MLA accreditation body's accreditation.

16.8.3. Send the notification to its certified and applicant clients within 15 calendar days.

16.8.4. Make every reasonable effort to withdraw any ANAB-accredited certificate within 90 calendar days.

16.9. ANAB may contact directly the CB's certified and applicant clients to fulfill the expectations in 16.8 in the event the CB fails to fulfill its obligations.

16.10. A record of suspensions and withdrawals of accreditation shall be maintained on ANAB's website. The name of each CB whose accreditation has been suspended or withdrawn shall be posted with the effective date(s) and explanation of why the CB's accreditation has been suspended or withdrawn (that is, financial, voluntary, or nonconformance).

## ARTICLE 17: APPEAL PROCESS

17.1. A CB may appeal any decision or action taken by ANAB.

17.1.1. When a CB appeals an ANAB invoice, the invoice shall be paid in full prior to the due date to avoid financial probation and/or suspension.

17.1.1.1. The appeal of an invoice shall follow the appeal process as outlined in this Article.

17.1.1.2. If the decision is in favor of the appellant, a credit or refund will be issued.

17.2. The ANAB appeal process has two levels: Level 1 appeals are heard by a panel of ANAB staff or assessors and level 2 by a panel of the Accreditation Council. The main decision-making body is the Accreditation Council.

17.2.1. Level 1 appeals are heard by a panel of three consisting of staff and/or accreditation assessors who have no conflicts of interest (that is, not involved in the assessment. This is normally the level applied to any appeal of a nonconformity. An exception is an appeal of any major nonconformity from an initial or re-accreditation assessment, which shall be heard by an appeals panel of Council members.

17.2.2. Level 2 appeals are made to the Accreditation Council and heard by a competent panel of three members of the Council who have no conflicts of interest. This is the first level for any appeal of an accreditation decision or any other decision of the Accreditation Council. It is also the second level of appeal if either party (the appellant or ANAB) is not satisfied with the decision made by the level 1 appeal panel.

17.3. An appeal shall be lodged in writing no later than 30 days after notification to the CB of the decision or action, or whenever the appropriate appeal panel may reasonably assume the decision or measure in question to be known to the appellant.

17.4. Appeals shall be lodged in EQM and are to include appropriate substantiation for the appellant's position.

17.5. The CB shall pay an appeal processing fee (see ANAB's fee schedule) when lodging an appeal. The appeal will not be considered unless payment is submitted with the appeal documentation. A credit to the CB may be assessed depending on the outcome of the appeal.

17.6. A panel of three members is appointed, with one of the three members appointed chair. For level 1, the panel members are appointed by ANAB management. For level 2, the panel members are appointed by the chair of the Accreditation Council. The appellant and ANAB shall be informed of the members of the panel and have an opportunity to object to the selection(s).

17.7. Appeals are not legal proceedings. Therefore, the appellant shall notify ANAB at least 10 calendar days in advance if an appellant intends to have legal counsel present to ensure ANAB has sufficient advance notice so that ANAB can also have legal counsel present. ANAB will invoice the CB for the cost of having ANAB's legal counsel present.

17.8. ANAB shall make every effort to have the appeal heard within 60 days.

17.9. Unless otherwise agreed in advance, the appeals hearing shall be conducted as follows:

17.9.1. Introductions

17.9.2. Presentation by the appellant, limited to 30 minutes

17.9.3. Presentation by ANAB, limited to 30 minutes

17.9.4. Rebuttals, limited to 10 minutes for each party

17.9.5. Questions by the panel

17.9.6. Closing of the hearing, at which the chair shall:

17.9.6.1. Make a formal projection regarding the expected time frame for communicating the documented final decision (normally not to exceed two weeks).

17.9.6.2. Inform all parties that the appeal may be escalated to the next level of appeal within 30 days of receipt of the panel decision.

17.9.6.3. Dismiss the parties.

17.9.7. Following the hearing, the panel members will deliberate without any involvement by the appellant or ANAB.

17.9.8. The chair shall document the panel's decision in EQM and then notify ANAB staff. ANAB staff will notify the appellant.

17.9.8.1. Any notes made by panel members in preparing for the appeal, during the hearing, or during the subsequent deliberations will not be maintained.

17.10. If a level 2 decision by an appeal panel of the Council is unfavorable to the appellant, the appellant may lodge a final (level 3) appeal in writing to ANAB. ANAB shall immediately transmit this letter to the designated responsible ANSI staff for timely consideration and action by the ANSI Appeals Board following the process is described in the ANSI Appeals Board Operating Procedures.

17.10.1. ANSI shall communicate the decision of the ANSI Appeals Board to the appellant and ANAB.

## ARTICLE 18: CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

18.1. Contact information submitted by the CB with its application is considered public information and is publicly available on ANAB's website.

18.2. All other information ANAB acquires in relation to ANAB accreditation activities, except for accreditation information that is required to be made public and information made publicly available by the CB, is treated as confidential by all ANAB staff, agents, councils, and committees, and any contractors or subcontractors.

18.3. Such information shall not be disclosed to any unauthorized party without the written consent of the CB, except where the law requires disclosure. When ANAB is required by law to release such information, the CB shall be informed of the information provided.

18.3.1. ANAB may provide access to confidential information to accreditation peer evaluators from accreditation bodies recognized by IAF, ILAC, or regional cooperations or other oversight bodies (such as the aerospace OEMs for AS9100, AS9120, AS9110, or AS9003 or the telecommunications industry for TL 9000) who have signed appropriate agreements to not disclose confidential information as required by specific schemes.

## ARTICLE 19: APPROVAL AND REVISION OF ACCREDITATION REQUIREMENTS

19.1. The Accreditation Council shall review and approve this Accreditation Manual and ANAB Accreditation Rules. The Accreditation Council will determine the date on which the Accreditation Manual and Accreditation Rules and revisions thereof shall take effect.

19.2. ANAB shall submit proposals regarding this Accreditation Manual and Accreditation Rules to the Accreditation Council for approval to seek stakeholder and public comment.

19.3. Following approval by the Accreditation Council, ANAB shall solicit stakeholder and public comment via the ANAB website.

19.4. ANAB shall consider any comments received and submit a final proposal to the Accreditation Council for approval.

19.5. Following approval by the Accreditation Council, the Accreditation Manual and Accreditation Rules, or revisions thereof, shall be posted on ANAB's website.

19.6. When the Accreditation Manual and Accreditation Rules are revised, ANAB shall immediately notify ANAB-accredited and applicant CBs. ANAB shall specify a schedule for monitoring CB actions to achieve conformity to the revised accreditation requirements and the date by which the changes are to be implemented.

19.7. When external documents (such as ISO/IEC standards or guides and IAF documents) relating to certification and/or accreditation requirements are published or revised, ANAB shall notify the Accreditation Council and ANAB-accredited and applicant CBs. ANAB shall specify a schedule for

monitoring CB actions to achieve conformity to such new and/or revised accreditation requirements and the date by which the changes are to be implemented.



## APPENDIX 1. ANAB ACCREDITATION AGREEMENT

### ACCREDITATION AGREEMENT FOR BODIES PROVIDING AUDIT AND CERTIFICATION OF MANAGEMENT SYSTEMS

This agreement is dated as of *[insert date]* by and between the ANSI-ASQ National Accreditation Board, having its principal office at Milwaukee, Wisconsin, USA, hereinafter called the ANAB, and *[insert name of certification/registration body]*, operating its certification activity at *[insert city, state, country]*, hereinafter called the CB.

#### RECITAL

ANAB has accepted the CB as an applicant for accreditation; therefore, ANAB and the CB desire to enter into this Accreditation Agreement.

#### AGREEMENTS

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:

#### ARTICLE 1: ACCREDITATION REQUIREMENTS

1.1. The accreditation requirements for a CB for management systems are stated in the following documents, as applicable: [ISO/IEC 17021](#), the ANAB Accreditation Manual, and applicable ANAB Accreditation Rules.

#### ARTICLE 2: GENERAL RIGHTS AND OBLIGATIONS

2.1. The CB agrees to continually fulfill the requirements for accreditation by ANAB. The CB agrees to conform with changes to requirements for accreditation in accordance with the transition time periods as duly announced by ANAB.

2.2. The CB agrees to maintain the requested information in ANAB's database.

2.3. In its written agreement with each certified organization, the CB 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 the CB.

2.4. The CB is granted the right for the term of this agreement and subject to the obligations described in 2.1 and 2.2:

- To apply the ANAB accreditation symbol and the words "ANAB-Accredited CB" on all documents which relate to the accredited certification.
- 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 ANAB accreditation symbol with the CB'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.

2.4.1. The latest version of [ANAB Accreditation Rule 2, Conditions for the Use of the ANAB Name and Accreditation Symbol](#), which contains further provisions to this effect, is accessible at [www.anab.org](http://www.anab.org) and incorporated herein by reference.

2.5. The CB agrees to notify ANAB without delay of significant changes in the CB which relate to its accreditation by ANAB, including the following changes to its:

- Legal, commercial, ownership, or organizational status.
- Organization, top management, and key personnel.
- Main policies.
- Resources and premises.
- Scope of accreditation.
- Other matters that may affect the ability of the CB to fulfill requirements for accreditation.

### **ARTICLE 3: ASSESSMENTS**

3.1. The CB agrees to cooperate and provide assistance, including access to all premises, information, documents, and records, necessary to enable ANAB to verify fulfillment of requirements for accreditation.

3.2. The CB agrees to provide access to documents providing insight on the level of independence and impartiality of the CB with regard to any relationship with other bodies.

3.3. The CB agrees to cooperate and provide assistance in arranging witnessing of CB audit teams conducting audits, as requested by ANAB.

3.4. If required, the CB shall grant ANAB the right to verify the competence of persons to whom and organizations to which work related to ANAB-accredited certification has been outsourced.

### **ARTICLE 4: COMPLAINTS AND APPEALS**

4.1. The CB shall upon request make available to ANAB all complaints and appeals about its accredited certification system and their resolution, which may include correction and corrective action relative to the CB's certification programs.

### **ARTICLE 5: PUBLICITY**

5.1. For the term of this agreement, the CB may use the ANAB accreditation symbol for the management systems certification stated on the certificate of accreditation. [ANAB Accreditation Rule 2, Conditions for the Use of the ANAB Name and Accreditation Symbol](#), contains further provisions to this effect, which are incorporated herein by reference.

5.2. The CB agrees, upon notification by ANAB, to withdraw or rectify to the satisfaction of ANAB misleading or incorrect behavior, notification, or publication with regard to its ANAB accreditation.

5.3. For the term of this agreement, the CB may reproduce any certificate of accreditation issued by ANAB with any schedules thereto and the final reports, but only the entire reports, issued by ANAB.

## **ARTICLE 6: OBLIGATIONS OF ANAB**

6.1. ANAB agrees to make publicly available information about the current status of accreditation granted to the CB, including the following:

- Name and address of the CB
- Dates of granting accreditation and expiration date
- Scope of accreditation

6.2. ANAB agrees to provide the CB information about international arrangements ANAB has with regard to accreditation.

6.3. ANAB agrees to give due notice of any changes to its requirements for accreditation and of the transition period by which the CB shall conform to the new requirements.

6.4. During the process of accreditation, ANAB will have access to and obtain information that is confidential or proprietary to the CB or its clients. ANAB shall take reasonable measures to ensure that any ANAB participant, including staff, agents, and members of its board of directors, councils, and committees, and any contactors or subcontractors, 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 ANAB and information made publicly available by the CB or its clients. ANAB shall make use of an external expert only if such an expert has signed a confidentiality agreement.

6.4.1. The CB agrees that ANAB may provide access to confidential information to IAF, IAAC, PAC, EA, or SADCA peer evaluators or other oversight bodies (such as the aerospace OEMs for AS9100, AS9120, AS9110, or AS9003 or the telecommunications industry for TL 9000) that have signed appropriate agreements to not disclose confidential information as required by specific schemes.

## **ARTICLE 7: ANNUAL FEE**

7.1. The CB shall pay ANAB fees for accreditation in accordance with the current fee schedule, which is available from ANAB upon request.

7.2. Payment of the fees specified in 7.1 shall be made within 30 calendar days following each invoice.

7.3. The CB agrees that ANAB shall have at all reasonable times and upon at least 14 days notice to the CB access to the CB's books and records that were generated or created during the two-year period immediately preceding such inspection to verify the accuracy of the CB's computations of the fees due to ANAB. In no event, however, shall ANAB have the right to conduct more than one such inspection during any twelve-month period. Except as necessary in the enforcement of ANAB's rights, ANAB and its designees shall hold in strict confidence all documents and information obtained during any such inspection.

## **ARTICLE 8: TERM AND TERMINATION**

8.1. This Accreditation Agreement shall continue in force unless terminated by either party. Except as provided in 8.2 and 8.6, this Accreditation Agreement may be terminated only upon three months prior written notice, in accordance with 8.4.

8.2. Notwithstanding the provisions of 8.1, 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 in accordance with 8.4.

8.3. In case of termination, the existing obligations of the CB and ANAB will remain in force, as will commitments to third parties. The obligation of ANAB to maintain confidentiality will remain in force despite termination of the agreement.

8.4. 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.

8.5. The CB may appeal in writing the termination of the agreement by ANAB within 30 days after receipt of the termination notice, according to the procedure described in Article 17 of the Accreditation Manual.

8.6. If ANAB modifies the standard Accreditation Agreement, ANAB may terminate the present Accreditation Agreement and at the same time offer a new Accreditation Agreement.

## **ARTICLE 9: LEGAL ACTION AND LIABILITY**

9.1. ANAB and the CB agree to not take any legal action against the other without first giving five calendar days written notice of such party's intention to institute legal action.

9.2. The CB hereby releases and agrees to indemnify and hold harmless ANAB and its directors, employees, 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 from, or in any way relating to the accreditation services provided by ANAB to the CB, except such losses, damages, claims, liability, or causes of actions or demands arising exclusively from the gross negligence or willful misconduct of ANAB or its directors, officers, employees, or agents.

9.3. The CB 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.

## SIGNATURES

Thus drawn up in duplicate and signed:

***For ANAB:***

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

***For the CB:***

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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