+Certification Agreement

Document control

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| Date | Amendment | Approved by | New version number |
|  | First draft of the ERA Services C.I.C. Certification Agreement which shall be used for all Applicants wishing to apply for either the new Certification or renewal of the Certification. achieve for the Certification. This Certification is applied in accordance with ISO/IEC 17021 and for process certification in accordance with ISO/IEC 17065. |  | Draft 1 |

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| Document reference:Version | Operative date: Approved by:  |  |
| Name | Role/Position Title | Date: |

Client No:

ERA Agreement

Between

1. **ERA Services C.I.C.** a company limited by guarantee incorporated in England and Wales under no**.** and having its registered office address at Solway House Business Centre, Parkhouse Road, Carlisle, CA6 6LH, Cumbria (“ERA”) and

For companies:

1. ……………………………………………………………………………………………………………………………………………… (Co No………………………) having its registered office at …………………………………………………………………………………………………………..(the “Client)

For individuals or partnerships

1. ……………………………………………………………………………………………………………………………………………….of or having its principal place of business at ………………………………………………………………………………………………………………(the “Client)
2. INTRODUCTION

This Certification Agreement applies to all employers in the United Kingdom having more than one employee who is not themselves. All applicants must meet the forementioned criteria:

1. All new applications for certification by ERA Services C.I.C; (Applicant)
2. All existing Certification holders; (Client)
3. This Certification Agreement fulfils the requirements for certifications agreements as laid down in:
4. ISO/IEC 17021:2011 – Conformity Assessment requirements for bodies providing audit and certification of management systems;
5. ISO/IEC 170065:2012 – Conformity Assessment requirements for bodies certifying processes;
6. This agreement sets out obligations of ERA Services C.I.C. (ERA) and the Client in relation to assessment and Certification of the Client and is legally binding.
7. BACKGROUND

In the case whereas:

1. The client (insert client name here);
2. Seeks a new certification from ERA Services C.I.C;
3. Seeks to maintain certification from ERA Services C.I.C;
4. Undertakes to demonstrate their ongoing compliance of the certification requirement;
5. ERA Services C.I.C. shall provide evaluation and audit services that may result in the issuance of certification if said client can demonstrate compliance (in the case of a new application) and ongoing compliance in the case of maintenance of the certificate requirement.
6. TERMS, DEFINITIONS AND INTERPRETATION

It is hereby agreed as follows:

3.1 Terms, definitions and interpretations defined in the ERA’s Quality Manual QMS217 System shall apply;

* + 1. Heading are for ease of reference only and do not affect interpretation;
		2. Should a dispute arise about the meaning of any term in this Agreement, ERA Services C.I.C may make a written determination as to the term’s meaning and such written determination under this clause shall be final between the parties.
		3. The following expressions have the following meanings:

**“Certification”:** assessment by ERA of the competence of the Client demonstrating its competence to carry out specific conformity 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 The United Kingdom;

**“Certificate”:** a certificate of Certification, including any schedules provided to the client by ERA;

**“Conformity Assessment Body**”: a body which is accredited by UKAS to carry out

conformity assessment in accordance with the standards;

**“Notice”:** notice given in accordance with clause 24;

**“Parties**”: the parties to this agreement and “Party” means either of them;

**“ERA requirements”:** the requirements for assessment and Certification adopted and used by ERA from time to time; and

**“ERA Terms of Business**”: the terms and conditions of business applicable to Clients

seeking or holding Certification as published by ERA from time to time;

* + 1. Reference to persons include a reference to any body corporate, unincorporated association or partnership;
		2. Reference to words importing the singular include the plural and vice versa and words referring to the masculine include the feminine and vice versa;
		3. References to clauses are to clauses of this Agreement;
1. clause heading is included for the convenience of the Parties only and do not affect the Agreement’s interpretation; and
2. 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 ERA website.
3. LANGUAGE AND NOMENCLATURE

4.1 All communication verbal and written including instructions shall be delivered to ERA Services C.I.C. in the English language.

4.2 Where any communication verbal and written including instructions are translated into the English language, ERA Services C.I.C. shall rely solely on the English version of the document.

1. RESPONSIBILITIES AND OBLIGATIONS OF ERA SERVICES TO THE CLIENT

5.1 ERA Services C.I.C. shall agree to undertake an evaluation, surveillance and re-assessment where applicable to determine the competence of its clients in accordance with ISO17065.

5.2 ERA Services will notify the Client of its requirements for Certification and of any changes to those requirements. Such changes shall be notified with a specific date by which they must be implemented and ensuring that the Client has enough time as is reasonable to conduct the changes;

5.3 ERA Services will apply the Certification criteria consistently with integrity, impartiality and honesty. ERA will provide suitably competent personnel to carry out the evaluation, surveillance or re-assessment and such personnel will be notified to the Client in advance of audit activity;

5.4 When ERA Services is satisfied that the client meets the requirements of the Certification, ERA will issue a Certificate to the Client.

5.5 As a UKAS accredited certification body ERA Services C.I.C may authorise their certified clients to use the relevant national accreditation symbol but only in accordance with the requirements set out in QMS 211.

5.5.1. That the client must on all occasions, and in any publications whether hard copy, website or social media, use the National Accreditation symbol together with the ERA C.I.C Services symbol, design and layout as specified in QMS 211;

5.5.2. ERA will licence on request the use of any appropriate Certification symbols owned by ERA or available for sublicensing by ERA on the terms set out in the Department of Business, Innovation and Skills (or any successor department of Government) publication, “The National Certification Logo and Symbols: Condition for use by UKAS and UKAS Certification organisations” or under other sublicensing agreements;

5.5.3. This agreement in 5.5.2 will remain in force subject to, and on condition that the client complies with, the terms of this Agreement or until terminated in accordance with this Agreement.

5.6 Should there be any doubt, holding a Certificate does not in any way change the contractual responsibilities between the Client and its customers. While the holding of a Certificate is an indication of the integrity and competence of the Client, it does not constitute an undertaking by ERA Services that the Client will maintain a particular level of competence or performance.

5.7 ERA will always notify the Client how the monitoring of continued conformity with the requirements takes place in order to maintain Certification. Frequency of such monitoring will be determined by ERA Services in accordance with their published procedures. ERA reserves the right, in addition to planned surveillance visits, to carry out additional and unscheduled visits as it may reasonably require, to establish that notified changes to the requirement for Certification have been implemented.

5.8 If ERA determines that actions are required to be taken by the Client to maintain Certification or otherwise to ensure compliance with the terms of this Agreement, it will give the Client Notice:

 5.8.1. of those requirements;

5.8.2. of the timescale(s) for compliance with those requirements; and

5.8.3. of the consequences which may follow, in terms of clause 5.8 (ref. QMS207) should the Client fail to comply with such requirements within the timescales notified.

5.9 If ERA concludes that the Client fails to comply with the requirements to maintain Certification or other terms of this Agreement, ERA may suspend, withdraw or terminate Certification or impose such other sanctions as, in the reasonable opinion of ERA, are appropriate;

5.10 ERA will give the client Notice immediately upon imposing any such sanctions. Withdrawal of Certification will not be imposed unless the client fails to carry out the actions of which ERA has given Notice to the Client in terms of clause 5 with the timescales specified and where withdrawal of Certification has been specified as a consequence.

1. OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT

6.1 The Client undertakes to ERA that:

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

6.1.2. the signatory to this Agreement has been duly authorised by the company to sign this Agreement.

6.2 The Client undertakes to ERA that it will at all times during the period of this Agreement:

6.3 The client makes all necessary arrangements for:

1. The conduct of the audit and surveillance audit, including provision for examining documentation and records, and access to the relevant equipment, locations, areas, personnel, and clients’ subcontractors.
2. Investigation of complaints.
3. The participation of observers when required.
4. The client makes claims regarding activities consistent with the scope of certification and not in misleading or unauthorised ways.
5. The client will not use its certification in such a manner as to bring ERA Services into disrepute and will not make any statement regarding its certification that the ERA Services may consider misleading or unauthorised.
6. Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and acts as required by the certification scheme (e.g. the return of certification documents) and takes any other required measures.
7. If the client provides copies of the certification documents to others, these documents shall be reproduced in their entirety or as specified in the certification scheme.
8. In referring to its certification in communication media such as documents, brochures or advertising, the client complies with the requirements of ERA Services or as specified by the certification scheme.
9. The client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.
10. The client keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the ERA Services when requested, and:
11. Takes appropriate action with respect to such complaints and any deficiencies found that affect compliance with the requirements for certification.
12. Documents the actions taken.
13. The client informs ERA Services, without delay, of changes that may affect its ability to conform with the certification requirements. Examples of changes can include the following:
14. Legal, commercial, organisational status or ownership.
15. Organisation and management (e.g. key managerial, decision-making, or relevant personnel).
16. Modifications to any processes that may affect the certification.

6.4 If any and all consequences which may arise, as set out in clause 6.6, in the event should the Client fail to comply within the timescales notified.

6.5 Should ERA be of the opinion that the Client fails to comply with the requirements to maintain Certification or with other terms of this Agreement, ERA may suspend, withdraw or terminate the Certification or apply such other sanctions that ERA considers reasonable and are appropriate.

6.6 If, circumstances beyond the Client’s control restrict its ability to assess the Client ERA will consider

1. Contact address and additional sites.
2. Major changes to the Quality Management System (QMS).
3. SURVEILLANCE ACTIVITIES

7.1 The Client agrees to cooperate and facilitate the surveillance activities as laid down in the certification requirements.

7.2 The Client duly authorises ERA Services C.I.C. and its assigned representatives to conduct evaluations and audits to confirm that approved processes are used to meet the standards of the conformity assessment

1. WITHDRAWAL, SUSPENSION OR TERMINATION OF CERTIFICATION

8.1 In some cases, it may be necessary to suspend, withdraw, or terminate a certification. This could be due to a nonconformity following a surveillance audit or other evidence that we become aware of. This could be anything that violates ERA Services’ core values of integrity or equal and fair treatment of employees.

8.2 In the event of 8.1 ERA will exercise its functions under the standard of the conformity assessment.

1. COMPLAINTS

9.1 Any complaint by the Client against ERA must be made in writing and should follow the complaints process published on ERA’s website.

9.2 Any complaint against the Client received by UKAS will be handled in accordance with ERA’s published process.

9.3 All fee and expenses accrued but unpaid pursuant to this Agreement shall become due and payable forthwith.

1. APPEALS

10.1 The Client may appeal the certification decision of ERA Services in accordance with the appeals procedure that shall be provided by ERA Services upon request.

1. INTELLECTUAL PROPERTY

11.1 The Client agrees that Intellectual Property and data rights in the Certification documentation is vested solely and is owned by ERA Services C.I.C. immediately upon creation.

11.2 This clause does not apply to the ownership of Intellectual Property for any of the client’s pre-existing material or any third party material.

11.3 The Client must protect all intellectual property and/or confidential information as the case may be, belonging to ERA Services C.I.C. robustly and to the extent permissible by law.

11.4 Should the client have reasonable suspicion that there has been any infringements in relation to ERA Services C.I.C.’s intellectual property, it will inform ERA Services C.I.C. immediately.

1. OWNERSHIP OF SAMPLES

12.1 The Client agrees that the ownership of any documentation, electronic or physical samples taken by ERA Services C.I.C. during the course of evaluation or audit activities, is vested with and remains with ERA Services C.I.C. from the point of taking any such samples.

1. CONFIDENTIALITY

13.1 The Client shall not disclose the content of this Certification Agreement during the time it holds the certification, without prior written agreement from ERA Services C.I.C.

13.2 Each and all parties to this agreement shall keep confidential any confidential information and shall not disclose or use such information without the prior written consent of the other party.

13.3 At such times when ERA Services C.I.C. is required by law to disclose confidential information, ERA Services C.I.C. will notify the Client or its assigned representative, unless prohibited by law.

13.4 ERA Services C.I.C. shall inform the client, in advance of, the information it intends to place in the public domain.

1. LIABILITY

14.1. The Client agrees that ERA Services C.I.C. will not be held liable for claims, actions, demands, losses, damages, liability, costs or expenses suffered by the Client as a result of any act, omission or statement, including but not limited to, negligent act, omissions or statement, made during or as a result of an ERA Services C.I.C. evaluation or audit activity, granting or failure to grant certification and ERA Services CI.C. shall be released from all such liability and responsibilities.

14.2 The Client agrees and will indemnify ERA Services C.I.C. to the extent permitted by law against any claims, actions, demands, losses, damages, liability, costs or expenses that may be sustained now and in the future, by any organisation or person as a result of any act, omission, or statement made during or in consequence of an ERA Services C.I.C. evaluation, audit or the granting or failure to grant certification.

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

1. TERMS OF AGREEMENT

15.1 The Agreement shall continue in force unless and until terminated by either party giving:

 15.1.1 90 days’ Notice to the other if a Certificate is currently valid; or

* + 1. 30 days’ Notice to the other if a Certificate is not currently valid.
1. TERMINATION

16.1 ERA may withdraw Certification and terminate this Agreement with immediate effect by Notice to the Client:

* 1. In the circumstances set out in clause 5.10;
	2. The Client 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;
1. If the Client fails to pay, within 10 Business Days of receipt of a final demand notice, and fees and expenses due to and invoiced by ERA;
2. If the Client’s actions or other circumstances beyond its control, in the reasonable opinion of ERA, impede its ability to assess the Client for Certification; or
3. Where there is proven evidence of fraudulent behaviour, or if the Client intentionally provides false information, or violates Certification requirements.

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

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

16.4 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 the Agreement for any reason:

16.4.1 notwithstanding any other provision of this Agreement, the terms of this clause shall continue in force in accordance with their terms; and

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

1. ASSIGNMENT

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

1. 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 Agreement, save for the offices, employees or agents of ERA.

1. GOVERING LAW AND JURISDICTION

This certification Agreement together with any other documents referred to therein shall be governed by the laws applicable in the United Kingdom.

**In witness** of which the Parties have signed this Agreement.

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of

**ERA SERVICES C.I.C.**

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For an on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| Version | Authorised by | Date | Changes |
| 0.1 | Tony Peace | 20.03.21 | First draft |
| 0.2 | Patricia Brennock | 09.04.2021 | Changes to 5.4 to include: **“. As a UKAS accredited certification body ERA Services C.I.C may authorise their certified clients to use the relevant national accreditation symbol but only in accordance with the requirements set out in QMS 211. ERA”** |
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