

Multilateral Cooperative Accreditation Arrangement Between Signatories of the International Accreditation Forum Multilateral Recognition Arrangement

I. Purpose

The purpose of this Multilateral Cooperative Accreditation Arrangement (MCAA) is to provide for the recognition of the acceptability of the results of each Party's assessment and accreditation program based upon the determination of equivalence. This arrangement is also intended to facilitate implementation of the IAF Guidance on Cross Frontier Accreditation. This MCAA is written with the express intent of adding other national accreditation bodies as additional Parties to this arrangement.

II. The Parties

The Parties to this arrangement are the identified in Annex A.

III. Scope of Arrangement

A. Reason for the MCAA in Addition to the IAF MLA

Consistent with being a signatory of the applicable International Accreditation Forum (IAF) Multilateral Recognition Arrangement (MLA), each Party agrees to recognize and officially publicize that accredited certification under the program of any of the Parties is considered equivalent to accredited certification under its program. Each Party will make this known to any interested third party. Each Party agrees to provide to a certification body accredited by any of the other Parties official correspondence stating that accreditation by the other Party is considered to be equivalent to accredited certification under its program.

The reason for this MCAA among signatories of the applicable IAF MLA is to provide the contractual arrangements and framework for increased understanding necessary for cooperative accreditation. It also provides a vehicle for implementation of IAF Guidance on Cross-Frontier Accreditation, with particular attention to clause 2.6.2.

B. Cooperative Accreditation as the Purpose of the MCAA

Each Party agrees to:

1. Specify the conditions it deems necessary to grant accreditation and the right to use its accreditation mark to certification bodies accredited by any of the other Parties;
2. Specify the conditions for reviewing the assessment reports of any of the other Parties for each mutually accredited certification body;
3. Cooperate with the other Parties and agree upon a surveillance and re-accreditation assessment program for each mutually accredited certification body;
4. Harmonize the accreditation cycle for a mutually accredited certification body;
and
5. Specify the activity to increase understanding of the other Parties' processes in addition to that specified in Section IV.

The mutually accredited certification bodies that wish to operate under this MCAA are specified in Annex E.

This MCAA covers accreditation programs for certification bodies for which there is an IAF MLA and does not include any other accreditation programs administered by any of the Parties.

C. Contracting of Assessment Personnel

Each Party agrees to provide assessment personnel on a contract basis to any other Party, subject to availability and the ability of the personnel to satisfy the requirements of the Party contracting for the assessment services, and subject to written prior agreement of the financial terms. The Party contracting for the assessment services is responsible for invoicing of its client and for payment to the other Party providing the assessment personnel.

D. Requirements for Mutually Accredited Certification Bodies

Each mutually accredited certification body requesting cooperative accreditation under this MCAA shall sign an agreement authorizing each Party to share all information regarding mutual accreditations (see Annex C).

The certification body shall agree to:

1. Notify every other Party of the status of its accreditation, including suspension or withdrawal, by every other Party;
2. Upon request, provide the results of assessments by every other Party, including nonconformities and related correction and corrective action; and
3. Upon request, provide the records of complaints about the certification body or the certification body's clients, and the results of any subsequent investigation and related correction and corrective action.

E. Use of a Local Party

The Parties agree that when an accredited certification body is active in a country of another Party but is not accredited by the local Party or has not agreed to cooperative accreditation under this MCAA, consistent with IAF Guidance on Cross Frontier Accreditation, the Parties accrediting the certification body will propose the certification body use the local Party as a subcontractor for part of any assessments or use assessment personnel of the local Party as part of the assessment team.

IV. Requirements for Parties to This MCAA

Each Party joining this MCAA agrees to conform with the following requirements for initial and continuing qualification for being a Party to this MCAA.

A. Prior to Signing the MCAA, a Party Shall:

1. Signatory of the IAF MLA

Be a signatory of the applicable IAF MLA and conform to the current criteria for an accreditation body as specified by IAF, or have satisfactorily passed the peer evaluation and be recommended to become a signatory for those programs for which an IAF MLA is being developed.

2. Peer Evaluation Results

Provide to the Administrator the results of any peer evaluation by IAF or IAF-recognized regional cooperation. This is to ensure transparency and promote understanding and confidence among Parties to this MCAA.

3. Benchmarking Matrix of Operational Processes

Provide to the Administrator a completed matrix of operational processes (see Annex F). This is used as a tool for benchmarking the similarities and differences between accreditation systems to promote understanding among all Parties. This matrix is also a tool for identifying opportunities for harmonization of accreditation processes by Parties to this MCAA.

B. After Signing This MCAA, Each Party Shall:

1. Maintain IAF MLA Signatory Status

Maintain signatory status of the applicable IAF MLA and conform to the current criteria for an accreditation body as specified by IAF.

2. Peer Evaluation Results

Provide the Administrator with the results of any peer evaluation by IAF or IAF-recognized regional cooperation.

3. Benchmarking Matrix of Operational Processes

Maintain the matrix of operational processes (see Annex F) up to date and provide an updated matrix to the Administrator when changes have been made.

4. Confidence Building Activity

Specify (see Section III.B.5) and undertake any additional activity each Party considers necessary to increase understanding of each other's processes. Such activity might include conducting joint office and/or witness assessment of a mutually accredited certification body, participating on a peer evaluation team for one or more of the Parties, secondment to one or more of the Parties, etc.

Each Party is responsible for its costs associated with these activities.

V. Responsibility, Authority, and Liability

Each Party has sole responsibility, authority, and liability for its decisions on granting, maintaining, extending, renewing, reducing, suspending, or withdrawing accreditation. No Party assumes any liability for the work performed by another Party under this Arrangement.

VI. Confidentiality

Each Party shall ensure that its personnel (internal and external) safeguard the confidentiality of the information obtained in the course of its accreditation activities at all levels of its organization, including committees.

Each party shall safeguard the confidentiality of the information obtained in the cooperative activities based on this MCAA.

VII. Impartiality

To ensure there is no conflict of interest, each Party shall ensure that none of its personnel (internal or external) are involved either directly or through their employer with the design, implementation, or maintenance of the certification scheme and management system of certification body being assessed, or with the design, implementation, or maintenance of the management system of a client being assessed by a certification body that is being witnessed by the Party.

VIII. Competence

Each Party shall ensure that its personnel (internal and external) are competent for the function each performs related to the assessment and accreditation of certification bodies.

IX. Harmonization

A. Accreditation Systems

The Parties agree to cooperate in identifying and eliminating or minimizing differences between their accreditation systems. The Parties agree to establish working groups to harmonize processes.

B. Training of Accreditation Auditors

The Parties agree to inform each other of accreditation auditor training and encourage cross-training of accreditation auditors. Each Party is responsible for its costs associated with such training.

C. Communication

Each Party agrees to include the other Parties in its general communication about its accreditation system and changes sent to its certification bodies and accreditation auditors.

D. Annual Meeting of MCAA Parties

There shall be an annual meeting of all Parties. This meeting may be held in conjunction with IAF or other meetings. The MCAA Administrator shall appoint one of the Parties to serve as the Convener of the Annual Meeting. The MCAA Administrator shall serve as the Secretary for the Annual Meeting Report.

X. Duration and Termination

This MCAA shall become effective upon the date of execution by each Party (see XVII). Any Party may terminate its participation in this MCAA at any time upon six-months' notice to the other Parties.

Prior to termination of its participation in this MCAA, each Party shall notify each mutually accredited certification body in writing of such termination and resulting actions.

A Party may be terminated for failure to conform to requirements of this MCAA if a two-thirds (2/3) majority of all Parties votes in favor of termination, based on a count of all affirmative and negative votes and not counting abstentions. A Party that does not continue as an IAF MLA signatory shall be terminated as a Party to this MCAA.

XI. Amendments

This MCAA and the attached Annexes represent the entire agreement between the Parties on the subject matter hereof and supercedes and terminates all prior discussions, agreements, and understandings. No modification of this MCAA or the Annexes will be effective unless in writing and signed by all Parties. Any one or more of the Annexes may be amended from time to time by replacement of an existing Annex to this MCAA with a new Annex signed by all Parties.

XII. Assignment

This MCAA may not be assigned or transferred in whole or in part by any Party without the written prior consent of the other Parties.

XIII. Language

While the language of this MCAA is English, it is recognized that the language of each Party may not be English; therefore, this MCAA may also be executed in the language of each Party. It is also recognized that each Party will document its accreditation program, including assessment reports, in its language. This will on occasion, require the translation of documents into English or other languages for the purpose of fulfilling this MCAA. A mutually accredited/applicant CB may be required to pay for the cost of translating an assessment report for another accreditation body to use for granting, maintaining, extending, or reducing accreditation to the mutually accredited/applicant CB.

XIV. Resolution of Disputes

This section does not apply to any dispute about accreditation decisions under section V, under which each Party has sole responsibility and authority.

If a dispute involving something other than accreditation decisions arises, the Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement or the Annexes through discussions with the liaison officers designated by each Party involved in the dispute. If these discussions are unsuccessful, the Parties agree that the liaison officer of each Party not involved in the dispute will serve on a panel before which the disputing Parties will present their respective claims in the manner determined by the panel. The panel will serve to mediate and resolve the dispute between the disputing Parties.

If the panel is unable to resolve the dispute between the Parties, the disputing Parties may elect to terminate their participation in the MCAA or submit to binding arbitration pursuant to the Arbitration Rules of the International Chamber of Commerce. The arbitration will be held in the city and country where the non-initiating Party that is the subject of the dispute has its principal business office. The Parties hereby consent and agree that the arbitrator's award may be entered and enforced in the courts located in the jurisdiction where the arbitration is held. The language of the arbitration shall be English.

XV. Designation of Liaison Officers

Each Party shall designate a liaison officer for communication related to this MCAA. The name, address, and other contact information for each liaison officer are specified in Annex D.

XVI. Designation of an MCAA Administrator

The Parties shall designate an individual to serve as the Administrator of the MCAA. The MCAA Administrator shall maintain the official records of the MCAA.

XVII. Responsibilities of the Administrator

The Administrator is responsible for the following:

- A. Managing the process associated with inclusion and/or termination of Parties to the MCAA;
- B. Providing a point of contact for all Liaison Officers;
- C. Maintaining the MCAA up to date;
- D. Coordinating any additional confidence building activity required by Parties;
- E. Organizing meetings, taking minutes, and ensuring that all action items arising from the meeting are addressed in a timely manner;
- F. Acting as the point of contact for all communication associated with MCAA; and
- G. Making available to all signatories all information collected on the signatories and applicants.

XVIII. Process for Becoming a Signatory

- A. Accreditation body indicates to the Administrator that it would like to become a signatory to the MCAA;
- B. Administrator requests that the Accreditation Body provide the information required under Section IV.A above;
- C. Administrator provides information required under Section IV.A to all signatories.
- D. Applicant signs MCAA; and
- E. Administrator circulates information indicated in Section IV.B to all Parties when received.

XIX. Signatories to This Multilateral Cooperative Accreditation Arrangement

The signature page(s) will be maintained by the Administrator. Upon addition of a new Party, the Administrator will obtain the signature of the new Party and provide a copy of the updated signature page(s) to all Parties. The names of those signing originally for each Party are shown below.

Approved and accepted for the Japan Accreditation Board for Conformity Assessment (JAB):

Signature:

Typed name and title: Yuichiro Isu, JAB Executive Director

Date:

Witness of signature by the Japan Accreditation Board for Conformity Assessment:

Signature:

Typed name and title: Toshitaka Tokai, Director-General of General Affairs Division, JAB

Date:

Approved and accepted for the ANSI-ASQ National Accreditation Board (ANAB):

Signature:

Typed name and title: Robert H. King Jr., ANAB President

Date:

Witness of signature by the ANSI-ASQ National Accreditation Board:

Signature:

Typed name and title: Penny Gamaché, ANAB Communication Manager

Date:

Approved and accepted for the Joint Accreditation System of Australia and New Zealand (JAS-ANZ):

Signature:

Typed name and title: Anthony Craven, JAS-ANZ Chief Executive

Date:

Witness of signature by the Joint Accreditation System of Australia and New Zealand:

Signature:

Typed name and title: Steve Keeling, JAS-ANZ Director Technical Services

Date:

Approved and accepted for the Standards Council of Canada (SCC):

Signature:

Typed name and title: Peter Clark, SCC Executive Director

Date:

Witness of signature by the Standards Council of Canada:

Signature:

Typed name and title: Pat Paladino, SCC Director, Conformity Assessment

Date:

Approved and accepted for the Korea Accreditation Board (KAB):

Signature:

Typed name and title: Soon-Young Hur, KAB Executive Director

Date:

Witness of signature by the Korea Accreditation Board (KAB):

Signature:

Typed name and title: Donghee Kwak, KAB Assistant Manager, Accreditation Cooperation Department

Date:

Approved and accepted for the Taiwan Accreditation Foundation (TAF):

Signature:

Typed name and title: Jay-san Chen, TAF President

Date:

Witness of signature by the Taiwan Accreditation Foundation (TAF):

Signature:

Typed name and title: Angela Chang, TAF CEO

Date:

Approved and accepted for the entidad mexicana de acreditación, a.c. (ema):

Signature:

Typed name and title: Maria Isabel López Martínez, ema Executive Director

Date:

Witness of signature by the entidad mexicana de acreditación, a.c. (ema):

Signature:

Typed name and title: Verónica García Malo, ema Senior Manager, Technical and Foreign Affairs

Date:

Approved and accepted for: Trägergemeinschaft für Akkreditierung GmbH – German Association for Accreditation (TGA)

Signature:

Typed name and title: Thomas Facklam, Managing Director

Date:

Witness of signature by:

Signature:

Typed name and title: Norbert Borzek

Date: