



1.) Obligations of the Accredited Organisations

1.1-) All references to accredited organisations shall also, if applicable, apply to all key personnel within the organisation (such as but not limited to key management or managerial staff, key decision makers, management representatives, or approved signatories).

1.2-) Accredited organisations shall comply with the following conditions:

(a) Offer a standard of service consistent with the EAF terms and conditions as may be varied, revised or amended by EAF from time to time and maintain impartiality and integrity in all operations at all material times;

(b) Immediately notify EAF, where applicable, on any of the following:

(i) any change in its legal, commercial, ownership or organisational status;

(ii) any changes in organisation, top management or key personnel (such as but not limited to key management or managerial staff, key office-holders, management representatives, or approved signatories) who could affect the performance or competence of the accredited organisation;

(iv) change of resources and premises;

(v) any lawsuit or criminal investigation of the accredited organisation or its staff;

(vi) any conviction of any offence involving fraud or dishonesty whether in or outside of the USA;

(vii) any debarment or blacklisting of the accredited organisation or key personnel by EAF or any other USA regulatory agency;

(viii) any changes to the scope of accreditation;

(ix) any significant changes in main policies; and

(x) any other matters that may affect the ability of the accredited organisation to fulfil requirements for accreditation.

(c) Adhere to the rules for the use of the EAF Accreditation Marks and reference to accreditation status as stipulated in EAF 02;

(d) Issue accredited certificates for all accredited scopes (applicable to management systems, personnel and product certification bodies only);

(e) Not to use the accreditation status in such a manner as to bring EAF into disrepute and not make any statement related to the accreditation which EAF may consider misleading or unauthorised;

(f) Provide reasonable facilities, such as accommodation, cooperation, and access to documentation, inspection methods, test / calibration standards, personnel, inspection site, calibration and testing



areas for the assessors and EAF staff, to discharge their duties throughout the assessment process and assist in the investigation and resolution of any accreditation-related complaints about the accredited organisation. This include having a legally enforceable arrangement with their clients that commit the clients to provide, on request, access to EAF assessment teams to assess the organisation's performance at the client's site;

(g) Make prompt payment to EAF of all the necessary fees levied by EAF.

(h) Upon the withdrawal of accreditation forthwith discontinue its use of reference to accreditation and withdraw all advertising materials which contains any reference to accreditation;

(i) Make a clear and unequivocal statement in all contacts with its clients that:

A. a certificate of accreditation in no way implies that the product or service is approved by EAF;

B. accreditation is done by way of sampling and it is the client's (CABs) responsibility to ensure that representative goods or products are provided for conformity assessment;

(j) Not represent or hold itself out as being the agent or partner of EAF or make any representations, warranties or promises on behalf of EAF; and

(k) Ensure the standard of service and integrity of reports are maintained during relocation. Accredited reports can continue to be issued prior to EAF verification of continual compliance at the new location. Should subsequent findings from EAF during the reassessment show the accreditation requirements are compromised, this may warrant for recall of reports issued.

2.) Obligations of EAF

2.1-) EAF shall determine in its sole discretion whether the Customer meets and continues to meet EAF Requirements.

2.2-) EAF shall make available to the Customer at the customer's (CABs) request the appropriate requirements if not already publicly available or restricted from distribution (e.g., copyright protected).

2.3-) EAF shall give due notice of any changes to its requirements and of the transition period by which the customer (CAB) shall conform to the new requirements

2.4-) All persons EAF assigns to conduct the accreditation services under this Agreement will be employees, agents or independent contractors of EAF that have the skills needed to perform the services and have agreed to maintain the confidentiality of information.

2.5-) Upon successful fulfillment of the Requirements by the customer, EAF shall deliver to the customer EAF's certificate of accreditation, including the scope of accreditation, and provide the customer with a copy of the applicable accreditation symbol for use by the customer in accordance use with EAF logo procedure.



3.6. If EAF becomes aware of and deems credible evidence of the customer engaging in fraudulent behavior, including the intentional concealment or provision of false information material to the accreditation, or the deliberate violation of the requirements, EAF will reject or withdraw the application, terminate the assessment, and/or initiate withdrawal of accreditation, as applicable.

3.7. Müşterinin EAF'nin adını veya ticari markasını uygunsuz bir şekilde kullanması veya EAF'nin müşterinin bu sözleşme kapsamındaki yükümlülüklerini yerine getirmediğini belirlemesi durumunda, EAF müşteriye yazılı bildirimde bulunarak aşağıdakileri yapma hakkına sahip olacaktır:

- a. Suspend all or part of its accreditation activities until the customer conforms with its obligations.
- b. Withdraw the customer's EAF certificate of accreditation.
- c. Require the customer (temporarily or permanently) to cease using in any manner the certificate of accreditation, including the scope of accreditation, the accreditation symbol, and/or applicable mark.
- d. Refuse to issue a certificate of accreditation and/or scope of accreditation to the customer.
- e. Require corrective action.
- f. Publish the customer's transgression.
- g. Take other legal action.

In the event EAF takes any of the foregoing actions, EAF shall not be required to reimburse any amount to the customer.

3.8. EAF shall make publicly available information about the current status of accreditation granted to the customer, including the following:

- a. Name and location of the customer.
- b. Dates of granting accreditation and expiration date.
- c. Scope of accreditation.
- d. Suspension or withdrawal of accreditation.