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Reference***

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**EA Cross Frontier
Policy
for Cooperation
between EA Members**

PURPOSE

This document describes the principles and criteria to be followed, by the accreditation bodies full members of EA and by the accreditation bodies having signed a contract of cooperation with EA (in the document generally indicated as “EA members”), when providing accreditation in a country or economy of another EA full member or signatory of contract of cooperation. The document also provides rules applicable to those situations where an EA member (as defined above) has to assess an applicant or accredited CAB’s key activities (as defined in ISO/IEC 17011) in a country or economy of another EA member.

Authorship

This document has been prepared by a Task Force group of the EA MLA Committee.

Official language

The text may be translated into other languages as required. The English language version remains the definitive version.

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Further information

For further information about this publication, contact your national member of EA or the Chairman of the EA MLA Committee.

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1 PREAMBLE

- 1.1 In EA, an AB is established primarily to provide its services to its local market and to operate accreditation as a non profit distributing activity free from commercial motivations. It is EA Policy that an EA member shall not promote or market its accreditation services in the country or economy of another EA member. EA members shall not compete with other EA members. EA members shall only consider providing accreditation services to countries or economies of other EA members in cooperation with the local Accreditation Body member of EA unless the local Accreditation body refuses to cooperate in which case the EA member may still consider proceeding.
- 1.2 This document describes EA's policy for cooperation between EA members¹ to be applied in exceptional cases when accreditation is provided by an EA Member in a country or economy of another EA member. (e.g. where the local Accreditation Body cannot provide the particular accreditation service) The policy also applies to those situations where an EA member assesses an applicant or accredited CAB's key activities² in a country or economy of another EA member.
- 1.3 This policy is consistent with ISO/IEC 17011 and takes into account the IAF and ILAC cross frontier guidelines (References IAF GD 3:2003 and ILAC-G21:2002) but also specifies requirements and interpretations that are mandatory for EA Members.
- 1.4 The intention of this policy is to encourage cooperation between the foreign³AB and the local AB in all situations whenever a foreign AB plans assessment activity in a country or economy of another EA member. It aims to support local accreditation, increase confidence in accreditation, encourage cooperation between EA members and support EA Members that are not yet MLA signatories to become MLA signatories and/or extend their MLA scope. It promotes acceptance of the EA MLA, which has the objective of avoiding the need for multiple accreditations in line with what is written in the Introduction to ISO/IEC 17011. The policy is not intended to facilitate multiple AB accreditations based upon the work of a single accreditation body.
- 1.5 This policy does not address CAB operations in foreign countries where the activity is not classified as a key activity or critical.⁴ However, it is the responsibility of the AB providing the accreditation to ensure that accredited CABs operating in foreign countries have the necessary competence and when this involves the conduct of witnessing activities of the CAB in the foreign country, a foreign AB is encouraged to ask for the support for this witnessing from the local AB.

¹ The term EA member includes Accreditation Bodies being full members of EA and Accreditation Bodies having signed a Contract of Cooperation with EA

² As defined in ISO/IEC 17011 Clause 7.5.7 and accompanying Note

³ Foreign AB – the accreditation body carrying out accreditation or assessment activity in an economy other than its own. Local AB – the accreditation body operating in its own economy

⁴ As defined in IAF GD 3:2003

2 GENERAL POLICY

- 2.1 This policy on cooperation between EA members applies to all EA members in those countries and economies where there is an AB member of EA. Furthermore it applies to the accreditation of all conformity assessment activities covered by the EA MLA. EA also encourages its members to implement and respect as far as possible the spirit and intent of this policy in countries and economies where there is not an AB member of EA.
- 2.2 EA Members shall sub-contract the assessment of bodies (and their component parts carrying out any key activities) located in countries or economies of other AB members of EA to the local AB (provided it is a signatory to the EA MLA having the relevant assessment competence for the scope requested) except as provided for in Clauses 2.4, and 2.5.
- 2.3 Where the local AB is not a signatory for the specific scope of the MLA, the foreign AB shall offer to the local AB cooperation in the assessment through activities such as, using local assessment resources, conducting joint assessments or allowing observers from the local AB on the assessment.
- 2.4 A foreign AB shall participate in and not subcontract the entire initial assessment or reassessment of the head office location of a CAB (regardless of its location).
- 2.5 In the exceptional case where the foreign AB is unable to sub-contract the assessment to the local AB, the foreign AB shall then take this into account in deciding whether it is able to provide or continue accreditation and when determining the effort required to undertake any assessment. The foreign AB shall inform the local AB and the EA MAC Secretariat of the reason why it has not been able to use the local AB and seek from the local AB any relevant feedback about the CAB concerned with the accreditation.

Note:

EA members may need to amend their contractual arrangements or other appropriate document to include their CABs agreement to providing the information set out in this clause 2.5.

- 2.6 When an EA member considers providing assessment and/or accreditation services in a foreign country, it should pay utmost attention to using the specific competence needed, taking into account factors such as language, local laws and regulations, culture etc as well as other more normal technical competence requirements. The preferred EA approach to ensure access to relevant competence is to use as much as feasible the local AB or personnel from the local AB.
- 2.7 If an EA member maintains accreditations or accepts new applications for accreditation from outside of its own country, it shall maintain records of its rationale for doing so, and if applicable, its reasons for not using local ABs. The foreign AB shall re-consider previously accepted justifications for providing cross-frontier accreditation at each re-assessment, and continue to encourage the CAB to use its local AB. These records shall be subject to evaluation during EA Peer Evaluations.

- 2.8 When implementing this Policy, the normal surveillance/reassessment cycle is taken to be that of the local AB. If the foreign AB under whose accreditation the CAB is being assessed uses a more stringent requirement, the more stringent requirement applies, unless otherwise agreed with the local AB.

3 SPECIFIC CRITERIA FOR EA MEMBERS ACCREDITING CERTIFICATION BODIES BASED ON IAF CROSS FRONTIER GUIDELINES

- 3.1 In addition to the requirements stated in the IAF Cross Frontier Guidelines, the following policies apply.
- 3.2 ISO/IEC 17011 (clauses 7.12 and 7.5.7) supersedes Clause 2.3.3 of the IAF Cross Frontier Guidelines and requires that the critical location (which includes locations where key activities are performed) shall be assessed during an on-site visit either by the foreign, or the local AB on behalf of the foreign AB, before it can be authorised for inclusion under the accreditation.
- 3.3 ISO/IEC 17011 clause 7.5.8 allows for sampling of multi site bodies at surveillance and reassessment. The IAF Cross frontier Guidelines clause 2.3.5 places a more onerous requirement that surveillance and reassessments visits should normally take place at the same frequency as an equivalent single site CRB, which is taken to mean as per clause 7.11.3 of ISO/IEC 17011. The EA policy is to adopt the IAF requirement but recognises that clause 2.3.5 allows a reduction in frequency under certain justifiable circumstances. EA regards the list in clause 2.3.5 as not definitive and it is recognised that, based upon a risk assessment, there may be other examples which would warrant either increasing or decreasing the frequency of assessment. Justifications for a reduction in frequency shall be recorded for each case by the EA members and subject to evaluation during EA Peer Evaluations.

4 SPECIFIC CRITERIA FOR EA MEMBERS ACCREDITING LABORATORIES AND INSPECTION BODIES BASED ON ILAC G21

- 4.1 This Policy applies to the accreditation of testing or calibration laboratories or inspection bodies at their premises where key activities are carried out and to any assessments of on-site testing/calibration/inspection.
- 4.2 The programme for follow-up assessment (surveillance and reassessment) of key activities at multiple locations but covered under the same accreditation shall normally take place at the same frequency as at an equivalent single site body. The frequency of surveillance visits may be reduced or increased based upon a risk assessment undertaken by the EA member. Justifications for a reduction or increase in frequency shall be recorded for each case by the EA members and subject to evaluation during EA Peer Evaluations.

5 COMMON CRITERIA FOR EA MEMBERS

5.1 Transparency of information

- 5.1.1 EA members shall input details of all the bodies that the EA member has accredited (but not new applicants) which have key activities outside the economy of the EA member that awarded the accreditation, into a central EA database (spreadsheet) that will be hosted on the EA Intranet and maintained by the EA Secretariat.
- 5.1.2 This database is accessible to all EA members and each EA member shall be responsible for inputting and updating the details on its accredited bodies. The database shall have password protection for write-access.
- 5.1.3 The database is divided into separate sections for each MLA activity (e.g., certification, testing, calibration etc). The details to be provided by each EA member under each EA MLA activity shall include the following:
- 5.1.3.1 Name, address and registration number of each accredited CAB that carries out, under the EA member's accreditation, key activities in countries other than that of the EA member. This includes both accredited bodies that are located in the same country as the EA member (with key activities in other countries), and those located in other countries
 - 5.1.3.2 For all accredited CABs listed above, the name and address of each premises outside the country of the EA member where key activities are performed under the EA member's accreditation
- Note: All foreign locations from which key activities are performed are included, not just those in EA member economies
- 5.1.4 The aim of the database is to be a living source of information with the details being updated every calendar year. The EA member may choose to update the information for all CABs at the same time each year, or it may choose to do it on a rolling-basis and update individual CAB information in line with that body's assessment programme. The maximum interval between updates should normally be one year. The date of updating information shall be recorded.
- 5.1.5 An EA member that imposes any termination or significant suspension of an accredited activity that involves those CABs or premises listed above shall notify the EA members that have registered that the CAB in question is operating under their accreditation, and the local EA member. It is important that this information be communicated within one month and that each EA member shall consider if the suspension/termination affects any accreditations it provides. This information can be critical, for example, to foreign ABs where they rely on the accreditation provided by the local AB to support their own accreditation of that CAB's activities abroad.
- 5.1.6 The foreign AB shall inform the local AB of any complaint received regarding the operation of the CABs accredited by the foreign AB in the economy of the local AB.

5.2 Applicants for Accreditation

- 5.2.1 Where an EA member receives an application for accreditation from outside its own country, before deciding to proceed, it shall evaluate the reasons why the CAB is applying for accreditation from outside its own country. Special attention should be given to the situation where a CAB that was previously accredited by the local AB seeks to change to a foreign AB. In line with the existing ILAC and IAF cross-frontier guidelines, it shall promote the benefits of the EA MLA and first encourage the CAB to use its local AB.
- 5.2.2 If the foreign AB subsequently decides to proceed, it shall inform the local AB in writing of its reasons to proceed and notify the local AB in writing as soon as possible of the name and address of the applicant CAB. In addition, the foreign AB shall inform the local AB which accreditation standard, and scheme where applicable, is involved.

Notes:

1. EA members may choose to amend their Application Forms/Procedure to capture this information and include questions, for example, on whether the

organisation has applied to any other AB for accreditation or been refused accreditation in the past.

2. The Application form or other appropriate document should include the applicant's agreement to the provision of information to a local AB where applicable.

5.3 Sub-contracting

- 5.3.1 Where an EA member sub-contract assessments, ISO/IEC 17011 clause 7.4.1 applies. An example of an Agreement between ABs for the purpose of the provision of services in accordance with the EA, ILAC and IAF Cross Frontier Policies is given at Annex A. This is provided so that EA members may use this as a framework and amend it by mutual agreement to satisfy their particular requirements.
- 5.3.2 When a foreign AB contracts a local AB to undertake assessment on its behalf, the local AB shall use its own accreditation assessment procedures, systems and reports and shall not be required to use the assessment procedures of the foreign AB. The foreign AB shall however be entitled to specify particular areas or aspects of the assessment on which it requires the local AB to focus its assessment procedures and reporting, and the local AB shall ensure that it meets the requirements of the foreign AB in such matters. The foreign AB shall provide the local AB with all information needed to ensure effective assessment. The foreign AB shall inform the local AB of the outcome of the accreditation decision when made.
- 5.3.3 The language to be used during the assessment and in reports shall be agreed between the ABs and the CAB in advance of the assessment. In the event that they cannot agree, the language of the local AB shall be used.

6 EFFECTIVE DATES FOR THE IMPLEMENTATION OF THIS POLICY BY AB MEMBERS

- 6.1 This policy shall be implemented by EA members for all new applicants received 6 months from the date of approval of this policy by the members.
- 6.2 This policy shall be implemented by EA members for all reassessments of accredited bodies undertaken 6 months from the date of approval of this policy by the members.
- 6.3 This policy shall be implemented by EA members for all surveillance assessment of accredited bodies undertaken two years from the date of approval of this policy by the members.

ANNEX A

Informative example of an Agreement between Accreditation Bodies for the Purpose of the Provision of Services in Accordance with the EA, ILAC and IAF Cross Frontier Policies

Contracting Agreement Between [] and []

This Agreement is made on 2006

Between:

[] having its registered office at [];

and

[] having its registered office at [].

1 DEFINITIONS

The following definitions will apply in this Agreement, unless the context requires otherwise:

- “Assessor”** : an individual conducting assessments;
- “Contracting Party”** : party contracting for the services;
- “Customer”** : customer for accreditation Services;
- “EA”** : European Cooperation for Accreditation;
- “ILAC”** : International Laboratory Accreditation Cooperation;
- “IAF”** : International Accreditation Forum;
- “Purchase Order”** : an offer by the Contracting Party for the provision of Services under this Agreement;
- “Services”** : assessment, surveillance and reassessment services and such other advice, opinions and reporting as may be required by the Contracting Party by means of a Purchase Order;
- “Sub-contractor”** : the party contracted to provide the services.

2 COMMISSIONING OF SERVICES

- 2.1 The Contracting Party will normally notify the Sub-contractor of its intention to ask for the provision of Services at least 3 months in advance. This does not prevent a shorter timescale so long as both parties agree. The Contracting Party will offer to contract for Services pursuant to this Agreement by submission of a Purchase Order to the Sub-contractor. A Purchase Order is open for acceptance by the Sub-contractor for one month from its being made; if it is not accepted within such period, the Contracting Party may treat the Purchase Order as withdrawn.
- 2.2 The Contracting Party undertakes to:
- (a) Provide the Sub-contractor with sufficient information, including relevant documentation at least one month in advance of any sub-contracted assessment, surveillance or reassessment; and
 - (b) Discuss and agree with the Sub-contractor the amount of effort required to undertake the sub-contracted assessment, surveillance or reassessment in advance of issuing the Purchase Order and any activity taking place.

3 PROVISION OF SERVICES BY THE SUB-CONTRACTOR

- 3.1 The Sub-contractor undertakes to:
- (a) Conduct each assessment, surveillance and reassessment sub-contracted to it by Contracting Party in accordance with relevant National, European and International standards, using applicable, EA, ILAC, IAF and [REDACTED] policies and guidelines and/or other criteria as defined/specified for each individual assignment in the Purchase Order,
 - (b) Comply with the terms of this Agreement at all times;
 - (c) Discuss and agree with Contracting Party the date(s) for the assessment of the Customer in advance of any activity being undertaken;
 - (d) Ensure that the sub-contracted assessment is conducted in accordance with the defined scope and agreed timescales specified by the Contracting Party in a Purchase Order; and
 - (e) Notify the Contracting Party forthwith should it for whatever reason be unable to comply with the scope or timescales specified by Contracting Party in a Purchase Order.

3.2 The Sub-contractor shall ensure that:

- (a) Each Assessor shall be at all times suitably qualified and competent in the relevant area and will provide the Contracting Party upon request with evidence of the technical competence of each Assessor;
- (b) Each Assessor will perform the Services with reasonable skill and care in a timely and professional manner; and
- (c) Each Assessor is properly supplied with any and all equipment required for the provision of Services.

4 REPORTING BY THE SUB-CONTRACTOR

The Sub-contractor shall:

- (a) Provide all findings and reports, in a language to be agreed by both parties, no later than 30 days from the end of the sub-contracted assessment; if the parties cannot agree which language to use, the language of the Sub-contractor shall be used. And,
- (b) Ensure that all findings and reports meet the requirements defined by EA, ILAC and/or IAF and contain sufficient detail to facilitate discussions between parties not present at the assessment.

5 REMUNERATION

- 5.1 The Sub-contractor will be remunerated by the Contracting Party at the Sub-contractor's normal day rate at the time of the provision of the Services for each Assessor; rates per day will be deemed to be for eight hours' work and will be calculated on the hours worked subject to a maximum of eight hours in any twenty-four hour period. Travel time does not count as working time.
- 5.2 The Contracting Party will pay reasonable travel and accommodation expenses (in line with the Sub-contractor's normal policies) necessarily incurred in carrying out the Services and will, on request, give guidance as to the appropriate level. The Contracting Party reserves the right not to pay expenses in excess of the level it deems appropriate unless they have been agreed in advance and noted on the Purchase Order.
- 5.3 If a visit specified in a Purchase Order is cancelled or postponed by the Contracting Party within one month prior to the visit date, the Contracting Party will consider a claim from the Sub-contractor for up to 75% of the fee that would have been paid (excluding travel or other costs) unless reasonable alternative work is offered. Such payment is subject to the Contracting Party being able to claim compensation from its Customer and is not guaranteed.

6 PAYMENT OF REMUNERATION FOR THE SERVICES

- 6.1 All invoices must be sent to an address to be specified in the Purchase Order within 30 days of the completion of the Services for which payment is claimed and show the Contracting Party's Purchase Order reference. The Contracting Party reserves the right to reject and return invoices, which do not do this. Invoices must include receipts where reimbursement of an expense is claimed.
- 6.2 Where the Sub-contractor has a direct contractual relationship with the Customer, or the Customer otherwise agrees, the Contracting Party will forward to the Customer for settlement invoices submitted in accordance with clause 6.1 and approved by the Contracting Party for payment in terms of this Agreement and the relevant Purchase Order.
- 6.3 If clause 6.1 does not apply, the Contracting Party will pay the Sub-contractor's fee and expenses incurred in terms of this Agreement and the relevant Purchase Order invoiced and submitted in accordance with clause 6.1 by credit transfer, and the Sub-contractor authorizes the Contracting Party to make payments into the bank account to be specified in the Purchase Order, as follows:

Account Name:

Account Number:

Bank sort code:

Bank Name:

Bank Address:

7 CONFIDENTIALITY AND COPYRIGHT

- 7.1 The Sub-contractor shall, and shall ensure that its Assessors, officers, employees and agents shall also, maintain as confidential and not use or disclose to any third party, any information derived from the Contracting Party and the Customer, except:
- (a) Any information, which is or shall lawfully become part of the public domain; and
 - (b) Any information which otherwise is required by law or regulation to be made available to any court, fiscal or regulatory authority.

All documentation (including electronic data) received from the Contracting Party, or from any organization which is involved with the Services provided, must be stored in a safe and secure manner at all times and, on request, be returned to the Contracting Party or the organization which provide it.

- 7.2 Subject to the rights of third parties, copyright of all material produced as a result of Services provided shall belong to the Contracting Party and permission must be obtained from the Contracting Party before copying or reproducing any Contracting Party publication or document supplied by the Contracting Party, other than those available to the general public.

8 HEALTH AND SAFETY

- 8.1 The Sub-contractor undertakes to the Contracting Party that in providing the Services it and its Assessors will comply with all applicable law and regulation relating to Health and Safety as well as any additional requirements of the Customer at sites visited.
- 8.2 The Sub-contractor will, at its cost, provide any personal protective equipment required by applicable law and regulation relating to Health and Safety for its Assessors, except where these are supplied by the Customer.

9 LIABILITY

- 9.1 The Sub-contractor shall be solely responsible for its and its Assessors' actions and omissions in carrying out the Services and the Contracting Party neither assumes any risk, nor shall have any responsibility, in relation to any Assessor of the Sub-contractor.
- 9.2 Upon request by the Contracting Party, the Sub-contractor will provide evidence of adequate public liability and professional indemnity insurance.
- 9.3 The Sub-contractor undertakes to notify the Contracting Party immediately if, in relation to the Services:
- (a) Any claim is made against it or any Assessor;
 - (b) Notice is received from any party of an intention to make a claim against it or any Assessor;
 - (c) Any event has happened which may give rise to a claim against it or any Assessor; or
 - (d) It has reasonable suspicion that a claim may be made against it or any Assessor.
- 9.4 Neither the Sub-contractor nor any Assessor shall admit liability or settle any claim or incur any costs or expenses in connection with any claim made by a Customer without written consent from Contracting Party.

10 GOVERNING LAW, COMPLAINTS AND DISPUTES

- 10.1 This Agreement shall be governed by and construed in accordance with the National laws of the Contracting Party and the parties hereby submit to the non-exclusive jurisdiction of the courts of the Contracting Party.
- 10.2 In this event of a complaint/dispute that cannot be resolved through discussion between Contracting Party and the Sub-contractor, either or both parties shall contact either the EA Executive, ILAC Executive or the IAF Board as appropriate (via the relevant Secretariat) for resolution.

11 NOTICES, DELIVERY OF PURCHASE ORDERS AND ACCEPTANCES

- 11.1 Purchase Orders and acceptances and any other notices or communications to be given in relation to this Agreement shall be sent by facsimile transmission or e-mail in accordance with clauses 11.2 and 11.3. Changes to the notification information set out in clauses 11.2 and 11.3 may be notified in the same way.

11.2 If given to [REDACTED]:

- (a) by facsimile to: [REDACTED]
marked for the attention of: [REDACTED]; or
- (a) by e-mail to [REDACTED]

11.3 If given to [REDACTED]:

- (b) by facsimile to: [REDACTED]
marked for the attention of: [REDACTED]; or
- (c) by e-mail to [REDACTED]

12 TERM

This Agreement shall take effect on the date written on page 1 and shall continue thereafter until terminated by either party giving 90 days' written notice to the other.

SIGNED by:

..... (Signature)
[Name]

On behalf of []

SIGNED by:

..... (Signature)
[Name]

On behalf of []