

Agreement for Mutual Cooperation Between Korea Accreditation Board and Deutsche Akkreditierungsstelle GmbH

For the purpose of establishing a mutually beneficial and friendly relationship in the fields of accreditation systems of management system certification consistent with the IAF Multilateral Recognition Agreements (MLA), Korea Accreditation Board (KAB) and Deutsche Akkreditierungsstelle GmbH (DAkKS) (hereinafter jointly referred to as the "Parties" and in the singular as a "Party") have agreed as follows:

Article 1

The Parties shall endeavor to enhance cooperation for the development of accreditation systems for mutual benefit. This agreement is also intended to facilitate implementation of the IAF Guidance on Cross Frontier Accreditation (IAF GD 3:2003).

Article 2

The Parties shall endeavor to strengthen their cooperation by:

- a) Exchanging information and documents on their accreditation schemes
- b) Encouraging cooperation on the assessments and the accreditation programmes of those CBs who are accredited or seeking accreditation by a Party and are operating in the territory of the other Party
- c) Promoting joint activities and projects in fields of common interest.

Article 3

The Parties shall facilitate the exchange of information and documents of the following:

- a) A list of accredited CBs and as appropriate, their overseas critical locations in the country of the other party
- b) Accreditation criteria and procedures governing the accreditation programs in operation
- c) Other information the Parties agree to share except for those deemed confidential by either Party, or the customers of either Party.

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Article 4

1. In an effort to give confidence to the local national market in foreign accreditations, when a certification body accredited by one Party is active in the country of the other Party, but is not accredited by the other Party, the Parties will use the other Party as a subcontractor or the assessment personnel of the other Party as part of the assessment team, based on the IAF Guidance on Cross Frontier Accreditation (IAF GD 3:2003) with the exception of any certification body with reasonable cause for objection as communicated to both parties and agreed by the Party that is the accrediting body.
2. The Party requesting assessment assistance shall discuss and agree the amount of effort required to undertake the assessment with the other Party in advance of any activity taking place. The Party requesting assessment shall provide the other Party with sufficient information including relevant documentation prior to any assessment being undertaken.
3. The Party shall inform and consult with the other Party upon receiving the application for accreditation from any CBs in the other Party's territory, in particular those who are accredited, suspended or withdrawn by the other Party.
4. The Parties shall consider reviewing the assessment reports of the other Party, conducting joint assessments, harmonizing a surveillance and re-accreditation assessment program for mutually accredited certification bodies by the Parties, subject to permission being granted by the CB.

Article 5

1. In order to eliminate bad certification practices, the parties shall agree to joint investigation or/and entrusting the other party with investigation for the CBs, including their agencies and subcontractors in the country of the other party which are subject to special investigation*, when evidence of bad certification practice, in violation with the relevant domestic law of either party, is identified.

Examples of bad certification practices are;

- a) certificates were issued without conducting audits,
- b) duplicate audits** were performed,
- c) an audit was performed by the auditor who had provided consultancy,
- d) there were inconsistency between an organization's actual activities and its scope on the certificate, or
- e) an audit was performed by audit team which do not have audit scope relevant to an organization's certificate scope etc.

*Investigation: on-site visit to CBs and/or certified companies by ABs or with their national agencies in order to investigate details of CBs' bad practices for certification services.

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**Duplicate audit: two separate audits that were done by the same auditor on the same date

2. The parties shall agree to joint onsite assessment (surveillance) or/and entrusting the other party with onsite assessment (surveillance), upon request by the other party, for CBs including their agencies, subcontractors that received complaints from customers and interested parties in the country of the other party.

3. The parties shall make an enforceable agreement to their CBs for investigation onto violations with relevant domestic laws. The agreement should address that CBs including their agencies or subcontractors can not object to certain assessor for such investigation, without reasonable cause.

4. The cost arising from investigation can be born with the party that accredited the CB subject to such investigation. However, if necessary, the government concerned can cover the part of the cost.

Article 6

The Parties may undertake the following joint activities and projects to enhance mutual understanding:

- a) Arranging the accreditation assessors of each Party to attend the accreditation assessors' training or seminars of the other; each party will be responsible for bearing the costs of the training and any other associated costs.
- b) Making technical joint projects and study of good cases or practices in operating the accreditation system, accreditation criteria and procedures
- c) Organizing seminars and training. Where training and seminars are organized, each party shall bear their own costs with regard to the cost of provision of the training and any other related costs of the training/ seminar.

Article 7

1. Expenses relating to cooperation between the Parties shall be borne according to the terms agreed upon between the parties.

2. The Party requesting assessment assistance shall send the other Party a purchase order before commencing the work, and the other Party shall issue the formal invoice based on the purchase order after completing the work.

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Article 8

The Parties shall maintain the confidentiality and not disclose to any third party, any of the information obtained through the activities carried out under this Agreement without the consent of the other Party, except for any information which is or shall lawfully become part of the public domain or any information which otherwise may be required to be made available to any court, fiscal or regulatory authority.

Article 9

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 the other Party under this Agreement.

Article 10

1. If any disputes between the Parties arising from the interpretation or application of this Agreement, the Parties shall in the first place endeavor to settle it amicably through consultation.
2. If any dispute cannot be settled through the consultation between the Parties, either or both Parties shall contact the IAF Board via the IAF Secretary for resolution in accordance with IAF PR 1:2007.

Article 11

The Agreement shall take effect on the day of signature by the Parties. This Agreement shall continue in force unless and until terminated by either Party by giving three-months written notice to the other Party.

Article 12

To ensure the validity of this Agreement, it can be periodically reviewed by the parties and opinions of each party can be exchanged.

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Signed at by:

Date: March 11, 2011

Date: March 11, 2011

Signature:

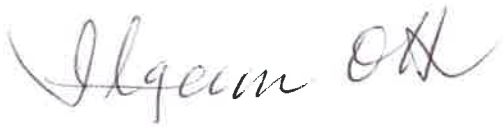
Signature:

Name (please print):
Dr. IL-Geun Oh
Chief Executive Officer

Name (please print):
Dr. Thomas Facklam
General Director

For KAB

For DAkkS

Handwritten signature of Ilgeun Oh in cursive script.Handwritten signature of Thomas Facklam in cursive script.