

Author: R. Zaid	Social Accountability Accreditation Services	Issue: 8
Approval: J. Brookes	SAAS Procedures: SA8000: Accreditation Agreement: Form 435-4	Effective: September 11, 2018



SA8000 SYSTEM AGREEMENT
Between
Social Accountability International
and

This SA8000 System Agreement (“Agreement”) is made and entered into as of (date) _____ between Social Accountability International, having its principal office at 9 E. 37th Street, 10th Floor, New York, NY 10016, hereinafter SAI, and (CB name) _____, having its principal office (address) _____, hereinafter the Certification Body (collectively, the “parties,” or each, a “party”).

RECITALS

WHEREAS, SAI’s principal goal is to foster confidence in the ability of assessment systems to protect people and their communities, and through the accreditation and oversight process, foster confidence in the reliability of the SA8000 certification system, SAI provides accreditation and oversight services to auditing companies, on the basis of which, organizations may seek certification of compliance by a properly accredited “Certification Body”;

WHEREAS, SAI created, monitors, and improves the SA8000 system, SAI seeks assurance that the SA8000 certification system is operated effectively and efficiently in accordance with system needs.

WHEREAS, SAI has created a division to carry out the oversight activities of certification bodies, called Social Accountability Accreditation Services (SAAS). SAAS will maintain independence in the accreditation processes and manage any conflict of interests that may arise.

WHEREAS, through its SAAS division, SAI accredits organizations to become certification bodies, which organizations in turn (i) perform the requisite evaluations, audits and reviews of companies, suppliers and other organizations for compliance with SA8000, (ii) issue, renew or deny the corresponding certification to applicants, and (iii) ensure performance of the self-assessment and perform the requisite independent evaluations;

WHEREAS, through its SAAS division, SAI has conducted the requisite assessment of the Certification Body and has determined that the Certification Body has satisfied the criteria for SA8000 accreditation;

WHEREAS, SAI and the Certification Body desire to enter into this SA8000 System Agreement;

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NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, and in consideration of the foregoing premises and the mutual covenants, promises, and undertakings hereinafter set forth, the parties do hereby covenant and agree as follows:

Article 1
SAI Accreditation Rules

- 1.1 SAI shall carry out assessment, surveillance and re-assessment of the Certification Body to determine competence against the relevant international standard(s), using applicable SAAS, SAI, ISO, ISEAL and IAF Guidelines and/or other publicly available criteria (the “Services”).
- 1.2 SAI undertakes to apply the criteria for accreditation consistently and to provide from its own staff or through sub-contractors suitably qualified personnel to perform the Services. The Certification Body shall be notified of the assessment team in advance and any objections of the Certification Body to individual members of the assessment team on reasonable grounds shall, wherever possible, be accommodated.
- 1.3 Once SAI is satisfied, in its sole discretion, that the Certification Body is competent and meets all the requirements of the relevant standard(s), SAI shall issue a Certificate of Accreditation to the Certification Body. The scope of the Certification Body’s accreditation shall be set out in the annex to the Certificate.
- 1.4 The Accreditation Certificate will remain in force for a defined period subject to, and on condition that the Certification Body complies with, the terms of this Agreement.
- 1.5 Once accredited, SAI shall indicate how the Certification Body shall continue to demonstrate conformity to the relevant standard(s) and the related monitoring required in order that the Certification Body may maintain accredited status. The frequency and type of monitoring shall be determined by SAI, and depends on the scope, scale and geographic locations of the accredited activity of the Certification Body (but the minimum requirement is normally annual on-site surveillance and a full re-assessment every fourth year). In addition to the planned surveillance visits, SAI reserves the right to carry out additional, scheduled, and unannounced surveillance visits, as it may require in its sole discretion.
- 1.6 If, in SAI’s view, a Certification Body fails to meet or maintain compliance with the terms of this Agreement, SAI may suspend or withdraw accreditation, reduce the scope of accreditation, impose a moratorium on the issue of accredited certificates or extensions to scope, require re-assessment, or impose such other sanctions as it determines, in its sole discretion, are appropriate and that are permitted by applicable law. Withdrawal of accreditation shall not be imposed unless the Certification Body fails to carry out the actions required to maintain accreditation within the requisite timeframe as notified in writing by SAI.
- 1.7 Accreditation does not in any way alter the contractual responsibilities between the Certification Body and its clients. While accreditation is an indication of the integrity and competence of the Certification Body, it cannot be taken to constitute an undertaking by SAI that the Certification Body shall maintain a particular level of performance.

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Article 2 Responsibilities of The Certification Body

- 2.1 The Certification Body undertakes:
- 2.2.1 To supply SAI with all information and facilities and to afford SAI such reasonable access and cooperation as, in each case, is necessary to enable it to provide the Services.
 - 2.2.2 To use reasonable endeavors to provide access for SAI representatives to relevant areas of its clients' premises to conduct assessment of the Certification Body's activities.
 - 2.2.3 To ensure that SAI employees and agents, when attending the Certification Body's or its clients' SA8000-certified sites for assessment purposes, are provided with such personal protective equipment (PPE) as may be necessary to reduce risks to an acceptable level and meet any applicable legal requirements.
 - 2.2.4 At all times to maintain compliance with the terms of this Agreement and with all relevant Standards referenced herein.
 - 2.2.5 Not to use its accreditation in such a manner as to bring accreditation into disrepute, and to take appropriate steps to correct any statement made by itself and/or its clients that SAI considers to be misleading.
 - 2.2.6 To make it clear in all contracts with its clients and in guidance documents that a certificate or report issued by it in no way implies that any product, service or management system certified is approved by SAI.
 - 2.2.7 To maintain compliance at all times with the SAI requirements covering conditions for use of its accreditation mark and to take all reasonable steps to ensure that compliance with these conditions is enforced amongst its clients and to make reference to SAI accreditation only in the prescribed manner.
 - 2.2.8 To inform SAI of any planned changes that may bear upon the Certification Body's ability to perform under and comply with this Agreement and the relevant standard(s) or may otherwise affect, or potentially affect, the Certification Body's capability or scope of accreditation, including but not limited to the following changes:
 - (a) ownership
 - (b) legal, commercial or organizational status
 - (c) key organisation or management capabilities (including any subcontractors used)
 - (d) personnel, equipment, facilities, working environment or other resources, where significant
 - (e) premises.
 - 2.2.9 Upon any withdrawal of accreditation by SAI, however determined, to withdraw all material referring to its SAI accreditation.
 - 2.2.10 To provide full support and assist SAI in the investigation and resolution of any complaints made by third parties about the Certification Body's accredited activities.

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- 2.2.11 To pay such fees and charges as are due to SAI in accordance with the schedule of fees issued by SAI from time to time.
- 2.2.12 To provide data to SAI and other stakeholders, as required in SAI-issued Procedures and Appendix (A) of this Agreement.
- 2.2.13 To ensure timely and accurate completions of processes and procedures needed to carry out the system requirements according to this agreement and subsequent guidance from SAI.
- 2.2.14 To comply with all laws, regulations and other directives having the force of law applicable to it and its acts and omissions pursuant to this Agreement, including, without limitation, those pertaining to privacy and data security.

Article 3

The Applicable SAI Documents

- 3.1 The following documents, as amended from time-to-time at SAI's sole discretion, are incorporated herein by reference as if a part of this Agreement:
 - Procedure 200: Audit Requirements for Accredited Certification Bodies for the SA8000 Program
 - Procedure 200A: Audit Requirements for Accredited Certification Bodies for Social Fingerprint
 - Procedure 201A: Accreditation Requirements: For Use by Certification Bodies Performing SAI Accredited SA8000 Certification Audits
 - Procedure 201B: SAI Competence and Maintenance Requirements for SA8000 Social Accountability Personnel
 - Procedure 304: For Complaints and Appeals
 - Procedure 406: Schedule of SAI Fees
 - Self-Assessment Terms of Service
 - SAI Data Procedure
- 3.2 The amendments referred to above shall promptly be provided to the Certification Body by SAI.

Article 4

General Rights and Obligations

- 4.1 In its written agreement with each organization certified to SA8000 (a "Certified Organization"), the Certification Body shall require the organization to operate in conformance with SA8000 in order to maintain certification. The Certification Body shall certify compliance only for the period of the certificate, which may not exceed three years.
- 4.2 The Certification Body is responsible to ensure that its functions and every SAI accredited SA8000 certification system the Certification Body certifies continue to meet the requirements of the SAI documents listed in Article 3, and that the Certification Body shall in this respect maintain compliance with all program requirements. The Certification Body shall only conduct accredited SA8000 audits and issue SA8000 certificates to those organizations within the scope of its accreditation issued by SAI. SAI has issued an accreditation certificate and annex

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delineating the accredited scope. The Certification Body shall apply for a scope expansion as outlined in Procedure 201A as necessary.

- 4.3 The Certification Body is granted the right for the duration of this Agreement and subject to its obligations described herein:

To apply the accreditation mark as well as the words “SA8000 - Accredited Certification Body” on all documents which relate to the accredited SA8000 system, and;

To authorize each organization under the Certification Body’s accredited certification system, in the Certification Body’s written agreement with that organization, only so long as the organization continues to operate in conformance with SA8000, to apply the accreditation mark, along with the Certification Body’s own mark, only on those organization documents that relate to the registered Social Accountability system, and not on any product or in any way that could imply other product, process or service certification.

- 4.4 The Certification Body is required to notify SAI immediately of all decisions that may result in changes in any aspect of the Certification Body relating to its SAI accreditation, such as those defined in Procedure 201A, clause 1.9.9.
- 4.5 The Certification Body is required to provide data, including audit reports and other relevant information related to the SA8000 system to the SAI Senior Manager of the SA8000 Program, or designated staff, as identified in this Agreement and Procedures. (Annex A).

Article 5

Representations and Warranties of the Certification Body

The Certification Body represents and warrants to SAI as follows:

- 5.1 It is a (corporation) _____ duly organized, validly existing and in good standing under the laws of (country) _____ and has the full legal right and power and has taken all requisite action to enter into, execute and deliver this Agreement, to cause this Agreement to be of legally binding effect on the Certification Body, and to perform fully its obligations hereunder.
- 5.2 Except as otherwise agreed by the parties in writing, this Agreement shall not be assigned or subcontracted in whole or part by the Certification Body except with SAI’s prior written consent on a case-by-case basis, which consent may be withheld by SAI in its sole discretion. SAI shall have the right to assign this Agreement in whole or in part to an affiliated entity. No person (other than officers, employees or agents of SAI or its successor) who is not a party to these Accreditation Rules has or should have any right to enforce any term of these Accreditation Rules.

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- 5.3 Except as indicated in the attached Appendix B, neither the execution and delivery of this Agreement, the consummation by the Certification Body of the transactions contemplated hereby, or the performance by it of this Agreement in accordance with its terms, nor to the knowledge of the Certification Body, the conduct of its operations immediately after the execution of this Agreement, shall require any approval, permit, authorization, waiver, filing, registration, or notification with or consent of any foreign, federal, state, county, local or other governmental or regulatory body or agency ("Governmental Authority") or the consent of any other person or entity, other than those approvals or consents the failure of which to obtain would not reasonably be expected to have a material adverse effect.
- 5.4 Except as indicated in the attached Appendix C, there are no actions, suits, claims, investigations or litigation, judicial or administrative or arbitration proceedings, collectively "actions", pending or, to the best of knowledge of the Certification Body threatened, against or by or involving the Certification Body or its respective assets, operations or properties whether at law or in equity, or before or by any Governmental Authority which, if decided adversely to the Certification Body would reasonably be expected to have a material adverse effect on the Certification Body or upon the transactions contemplated hereby.

Article 6

Surveillance, Special Audits and Re-Accreditation

- 6.1 SAI shall conduct periodic accreditation audits (surveillances) through document reviews, office and witness audits, and other types of evaluations of the Certification Body and its audit teams, in accordance with the provisions of ISO/IEC 17011 and Procedure 201 Series.
- 6.2 SAI shall conduct periodic market surveillance visits, special investigations, and other alternative oversight activities in accordance with system needs. Depending on certain criteria outlined in Procedure 201A, the Certification Body shall contribute financially as outlined in the schedule of fees.
- 6.3 The Certification Body shall cooperate with the SAI auditors and give the necessary assistance, including access to the Certification Body's records, in any surveillance, SAAS audits or re-accreditation audits.
- 6.4 SAI shall have the right to verify the qualifications of persons or organizations to which work has been subcontracted within the framework of an accredited SA8000 certification system. The Certification Body shall follow the process as defined in Procedure 201A and provide advance notice of such subcontracting, in writing, to SAI, which subcontracting shall be subject to SAI's prior written consent as provided above in 4.2.

Article 7

Complaints and Appeals

- 7.1 The Certification Body shall fully cooperate with SAI in the management of complaints and appeals. With complaints against certified organisations or accredited certification bodies, the scope of the SAI investigative process is focused on the audit performance, conduct of the audit, and decision-making process of the certification bodies. The investigation revolves around the certification and accreditation requirements applicable to the audit process.

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- 7.2 Accredited certification bodies shall have a substantial and effective complaints procedure and grievance mechanism for management of complaints and appeals related to its clients and personnel. It shall provide full cooperation with SAI to diligently and effectively investigate complaints and appeals against certified organisations, accredited certification bodies or SAI, lodged by stakeholders related to the SA8000 program. It shall also work collaboratively with SAI [and/or SAI], as applicable, to investigate concerns related to the SA8000 system, such as country-wide or industry-wide issues. Outcomes of these investigations shall be shared with relevant stakeholders and interested parties.
- 7.3 It is the contractual obligation of Certification Bodies to evaluate and assess the SA8000-certified organisations, issue and suspend SA8000 certificates and monitor their client non-conformities. Should an accredited certification body fail to undertake these activities appropriately and in line with SAI requirements, SAI has the authority to issue non-conformities to the certification body and suspend or withdraw the certification body's accreditation certificate.
- 7.4 The Certification Body is required to provide details of complaints raised against it and/or its SA8000-certified organisations to the SAI Senior Manager of the SA8000 Program, or designated staff, as identified in this Agreement and Procedures (Annex A).
- 7.5 Appeals shall be considered only against an accreditation decision made by SAI. An accreditation decision is a decision by SAI to grant, curtail or withdraw accreditation or when SAI grants or denies an expansion to scope. Such a decision by SAI shall remain effective pending hearing of any appeal. Appeals shall be processed in accordance with the SAI Appeals Procedure. The SAI Appeals Procedure is available upon request.

Article 8
Publicity

- 8.1 The Certification Body may, for the duration of this Agreement, use the accreditation mark for the SA8000 certification system as stated on the certificate issued to the Certification Body, known as the "Certificate of Accreditation". Claims for Accreditation by SAI shall be in compliance with and are defined in Procedure 201A.
- 8.2 The Certification Body shall, immediately upon notification by SAI, withdraw or rectify to the satisfaction of SAI, notifications or publications with regard to the accreditation. If required by SAI, the Certification Body shall issue corrective notifications or publications.
- 8.3 The Certification Body may, for the duration of this Agreement, reproduce any Certificate of Accreditation issued by SAI.

Article 9
Confidentiality

- 9.1 SAI shall take all commercially reasonable measures to ensure that any SA8000 participant, including the SAI Board of Directors and any SAI Committees and, sub-committees, SAI staff and agents, or any subcontractors, keep confidential all information that has come to their knowledge through the accreditation process, with the exception of

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- (a) any information that was in the possession of SAI prior to its disclosure by the Certification Body;
- (b) any non-proprietary information contained in the supplemental attachment to the application documentation;
- (c) any information that is or shall lawfully become part of the public domain, or obtained by SAI from a source independent of the Certification Body,
- (d) any information that otherwise may be required to be made available to any court, fiscal or regulatory authority;
- (e) any information, per Annex A, needed to support the accreditation process

SAI shall make use of an external expert only if such an expert has signed a confidentiality agreement.

- 9.2 Notwithstanding the provisions of 9.1 above, SAI may disclose information derived from the accreditation and certification process to third parties:
- As the result of the use of such information in other agency activities such as summary reporting, information gathering, third party reporting, tax or information returns and audits by other accreditation agencies;
 - To SAI and its affiliates' personnel, accountants, lawyers and professional advisors;
 - In connection with legal or administrative proceedings of any kind with respect to this Agreement; and
 - In response to discovery or other court mandates or as otherwise required by law.

Article 10
Fees

- 10.1 All fees are due to SAI as defined in Procedure 201A and as outlined in the SAI Schedule of Fees, Procedure 406. Failure of the Certification Body to remit appropriate fees in full when due shall be considered a material breach of this Agreement and may result in suspension or termination.

Article 11
Termination

- 11.1 This Agreement shall continue in force unless and until terminated by either party by giving 90 days' written notice to the other. Except as provided in 11.2 below, this Agreement may be terminated only on the termination date specified in Article 13, or upon three months prior written notice in accordance with 11.4 below.
- 11.2 Notwithstanding the provisions of 11.1 above, if one of the parties has materially breached any provision under this Agreement, or the documents referenced herein, the non-breaching party has the right to terminate this Agreement immediately. Failure to pay fees shall be deemed a material breach of this Agreement and unpaid fees shall be an obligation that survives the termination of this Agreement.

Any termination of this Agreement however caused shall be without prejudice to any rights or liabilities of the parties that have been accrued on or before the date of termination, but neither party shall have any rights to require performance of or liabilities to perform this Agreement

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after such date. Upon termination of this Agreement for any reason:

(a) notwithstanding any other provisions of this Agreement, the terms of this clause and clauses related to confidentiality, liability and indemnity shall continue in force in accordance with their terms; and

(b) all fees and charges accrued (but unpaid) pursuant to this Agreement shall forthwith become due and payable.

- 11.3 Where notice is given by the Certification Body, the Certification Body shall state the arrangements made, upon termination, for the protection of clients holding SAI Accredited Certification. In case of termination, the existing obligations of the Certification Body to SAI shall remain in force, as shall reasonable commitments to third parties.
- 11.4 Written notice of termination, specifying the reasons therefore and the date of termination shall be sent to the other party. At the date of termination of this Agreement any Certificate of Accreditation granted hereunder shall immediately cease to be valid.
- 11.5 The Certification Body may request reconsideration in writing to SAI in connection with termination of this Agreement by SAI within thirty days after receipt of the termination notice from SAI, according to the Procedures.
- 11.6 If SAI modifies the Standard SA8000 Accreditation Agreement, SAI may terminate this Agreement while at the same time substituting a new accreditation agreement identical to the text of the new standard agreement. The termination date of the new accreditation agreement shall be the same as that of this Agreement.
- 11.7 SAI has the right to seek and enforce any and all available remedies, including, but not limited to, legal, equitable and injunctive relief.
- 11.8 In the event of a termination of this Agreement pursuant to its terms, SAI shall not have any obligation to the Certification Body, or to any employee, agent or other representative of the Certification Body, for compensation or for damages of any kind, whether on account of the loss by the Certification Body or such employee, agent or other representative of present or prospective business, compensation or goodwill. The Certification Body, for itself and on behalf of each of its employees, agents and other representatives hereby waives any rights that may be granted to it or them under any laws or regulations or otherwise that are not granted to it or them by this Agreement. The Certification Body hereby indemnifies and holds SAI harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or other representative of the Certification Body under any applicable termination, labor, social security or other similar laws or regulations.

Article 12

Changes To the Accreditation and Certification Criteria and Procedures

- 12.1 If the accreditation and/or certification criteria and/or procedures of SAI are changed, refer to the amended requirements and/or Procedures incorporated by reference pursuant to this Agreement.

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Article 13

Indemnity

- 13.1 The Certification Body hereby releases and agrees to indemnify, defend and hold harmless SAI, its affiliates and its and their respective directors, officers, employees and agents from any losses, damages, claims, liability, causes of actions or demands and all costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees) made at any time by any party arising out of, resulting from, or in any way relating to, the certification services provided by the Certification Body, except such losses, damages, claims, liabilities, causes of action or demands arising exclusively from the willful misconduct of SAI, its affiliates or its or their respective directors, officers, employees or agents.

Article 14

Insurance

- 14.1 The Certification Body shall obtain, and maintain in full force and effect throughout the term of this Agreement, at its own expense, comprehensive general liability insurance from a recognized creditworthy insurer providing such coverage and upon such terms and conditions as are reasonably prudent in light of the potential obligations and liabilities that the Certification Body may incur, including, without limitation, the obligation to indemnify SAI under this Agreement (it being understood that the failure to obtain or keep in effect such insurance shall be deemed a breach of this Agreement). Any policy providing such insurance shall provide that the insurer or the Certification Body shall give written notice to SAI of any alteration or cancellation of such policy, at least thirty days before such alteration or cancellation takes effect.

Article 15

Duration Of The Agreement

- 15.1 This Agreement shall be in force for the four-year period from _____ to _____ and, except for premature termination or in cases arising from above Article 11, after each re-accreditation audit for which the result is granting re-accreditation to the Certification Body, shall be renewed for a period of four years from the last day of the original term or any renewal term (the "termination date").

Article 16

Notices

- 16.1 Any and all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid, to the address for each party set forth below, or such other address as shall have been communicated by such party to the other in writing. Any such notice to a party shall be deemed given upon actual receipt thereof by such party or upon confirmation of facsimile transmission, or two business days after mailing if by certified, registered or express mail.

If to SAI, at:
 John Brookes
 SAI
 9 East 37th Street, 10th Floor

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New York, NY 10016
Email: JBrookes@saasaccreditation.org

If to the Certification Body, at:

Article 17
Relationship

- 17.1 This Agreement does not provide for a joint venture, partnership, agency or employment relationship between the Certification Body and SAI. Neither party is the agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right of authority to assume or to create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner whatsoever.

Article 18
No Assignment; Third Party Beneficiaries

- 18.1 Neither party may assign its rights hereunder, in whole or in part, to any other person or entity, without the written consent of the other party. This Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and permitted assigns. The provisions of this Agreement are not intended to be for the benefit of any third party, and no third party shall be deemed to have any privity of contract with either of the parties hereto by virtue of this Agreement.

Article 19
Governing Law; Arbitration

- 19.1 This Agreement shall be governed by, and shall be construed, interpreted, and enforced in accordance with the laws of the State of New York, without giving effect to any choice of law, conflict of law, or other provision that would cause the application of the laws of any other jurisdiction. The parties shall attempt in good faith to resolve promptly by negotiation any and all controversies and disputes arising out of or relating to this Agreement. If such negotiation is unsuccessful, all such controversies and disputes shall be determined by binding arbitration to be conducted in the City of New York under auspices of the American Arbitration Association ("AAA") or its successor pursuant to the AAA's then-prevailing Commercial Arbitration Rules (the "rules"), including any expedited procedures available thereunder (regardless of the amount in controversy), by a single arbitrator to be appointed by the parties. If parties cannot agree, an arbitrator shall be appointed in accordance with the AAA rules. The parties shall abide by and perform any award rendered by the arbitrator, and agree that a judgment of a court having jurisdiction over the parties may be entered on the award.

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Article 20

Entire Agreement; Amendment and Modification

20.1 This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and thereof and supersede all prior Agreements, understandings and communications of the parties, written, oral or implied, with respect to the subject matter hereof. This Agreement may be modified, amended, or supplemented only by a further written Agreement, approved by board resolution and signed by an authorized representative of each of the parties hereto. The waiver or failure by any party to insist upon strict compliance by the other party of its obligations hereunder shall not operate as a waiver or an estoppel with respect to any subsequent or other failure. Any waiver by either party of any breach of any term or condition hereof shall be effective only if in writing.

Article 21

Counterparts

21.1 This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

WHEREAS, the duly authorized representatives of the parties have executed this Agreement as of the day and year first above written.

For SAI

For the Certification Body

By: _____
 (Signature)
 Name: John Brookes
 Title: Executive Director, SAAS (a division of SAI)

By: _____
 (Signature)
 Name:
 Title:

By: _____
 (Signature)
 Name: John Georgantas
 Title: Director of Finance & Administration, SAI

By: _____
 (Signature)
 Name: Rochelle Zaid
 Title: Senior Director of Standards & Impacts, SAI

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Appendix A: SA8000 CB Regular Data Submission

SAI requires that data be submitted on a regular basis as part of the accreditation requirements. All SAI-accredited CBs are required to submit data to SAI. Failure to do so shall result in a breach of requirements, leading to possible issuance of non-conformities, suspension and withdrawal of accreditation, as defined in Procedure 201A.

The Certification Body is required to provide to the SAI Senior Manager of the SA8000 Program, or designated staff, from the effective date of this Agreement, a written list of all certifications granted, together with such summary statistics about audit practices and results as may be specified by SAI.

SA8000 certified organization audit reports and other audit-related data, including details of clients, shall be made available to SAI. These reports shall be made available to SAI at any time, including outside of regular surveillance audits. SA8000 clients shall be made aware of this requirement.

Audit reports and select audit data shall be made available to SAI and other stakeholders, in the interest of transparency (see Procedure 201A, clause 1.20.4). Proprietary processes shall be kept confidential, per SAI's agreement with the accredited Certification Body.

Upon request, CBs shall make available to SAI all complaints about the Certification Body's accredited certification system and their resolution, which shall include corrective actions relative to the Certification Body's certification system. The Certification Body shall semi-annually advise SAI, in writing, of complaints received about the Certification Body's SA8000 certification activities.

Data Requirement	Frequency	Submitted to	Confidential Status
List of certified clients and client non-conformities	Quarterly	SA8000 Senior Manager, or designated staff.	1) Non-proprietary SA800-certified client information publicly posted on website
Updated data on new, suspended, and withdrawn SA8000 certificates	Weekly	SA8000 Senior Manager, or designated staff.	1) Non-proprietary SA8000-certified client information publicly posted on website
List of SA8000 Complaints	Annually	SA8000 Senior Manager, or designated staff.	1) Summary posted on website
Copy of procedures and policies	Initial accreditation and reaccreditation	SA8000 Senior Manager, or designated staff.	1) SAI and SAI use only
Details of complaints raised against the CB and/or its SA8000-certified organisations, (including investigations, their resolution and related information/data)	Upon Request	SA8000 Senior Manager, or designated staff.	1) For SAI and SAI Use 2) Anonymized information/data may be made available to SA8000 stakeholders and the general public

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SA8000 Audit Reports	Upon Request	SA8000 Senior Manager, or designated staff.	3) SA8000-certified client-specific and CB-Specific information/data may be shared with stakeholders upon approval of CB and/or its client
SA8000 report and other data related to accredited certification	Upon request, or as currently specified in Procedure 201A	SA8000 Senior Manager, or designated staff.	

SAMPLE

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Appendix B: List here any restrictions to the accreditation:

SAMPLE

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Appendix C: List here any actions, suits or claims.

SAMPLE