

VOLUNTARY AGREEMENT FOR THE MUTUAL ACCEPTANCE OF TEST DATA

1. INTRODUCTION

ANSI operates accreditation programs in conformance with the provisions of ISO/IEC 17011 - *Conformity assessment – General requirements for accreditation bodies accrediting conformity assessment bodies*, an International Standard which establishes the general requirements for assessment and accreditation of certification / registration bodies.

ANSI's accreditation programs are driven by a process of continual improvement and responsiveness to evolving user needs. The very nature of this neutral, third-party process provides certification bodies with an internationally recognized measurement of quality and benchmarks by which to evaluate and improve their practices.

ANSI product certification accreditation program has been in place since 1972. This program utilizes and operates in accordance with the ISO/IEC Guide 65 – *General requirements for bodies operating product certification systems* as well as ANSI-ACP-CA-001, ANSI-ACP-CA-002, and ANSI-ACP-CA-003 approved by the ANSI Accreditation Committee. One of the ANSI requirements approved by the Accreditation Committee in addition to the requirement of the ISO/IEC Guide 65 is for the accredited certification bodies to demonstrate that the laboratories that they use to conduct testing within their certification programs are in compliance with the ISO/IEC 17025 standard.

2. GENERAL PROVISIONS

The accredited certification bodies who are signatories (the "Signatories") to this Voluntary Agreement for Acceptance of Test Reports ("The Agreement") hereby agree to accept test reports issued by other Signatories in accordance with the ANSI accreditation requirements for product certification bodies and subject to the additional provisions contained in this Agreement.

The Signatories commit themselves to follow and to abide by the latest version of the ANSI accreditation requirements for product certification bodies.

The "Accepting Signatories" have the right to base their acceptance decisions on a technical review of the submitted test reports issued by other Signatories.

The Accepting Signatories shall continue using their own procedures for all other aspects of their certification process such as applications, report review, communication with clients, issuance of certification, and follow-up.

This Agreement does not transfer any rights whatsoever among the Signatories, and specifically does not enable the Signatories to use certification marks of other Signatories or to make any kind of statements or commitments on behalf of other Signatories.

This Agreement does not delegate the certification process, but provides a means for ACBs to review others data as part of this process.

The Signatories hereby agree to maintain records of the review of test reports issued by other Signatories, and the certification decisions taken by the accepting Signatory.

3. SCOPE OF PARTICIPATION OF THE SIGNATORIES

The Signatories to this Agreement, identified in Annex 1, may participate voluntarily in this Agreement. The actual scope of participation of each Signatory is also shown in Annex 1.

4. INDEMNIFICATION, LIABILITY, AND INSURANCE

Legal protection

The granting of certification of conformity shall not transfer to the ANSI Accreditation Committee, or to ANSI, any of the legal responsibilities incumbent, under the national or international law, on the manufacturer or on the distributor of the product so certified.

Exclusion of liability

The accredited certification bodies shall not represent themselves as acting on behalf of the ANSI Accreditation Committee and shall take all possible steps to exclude any liability from falling on the ACC and ANSI.

Exoneration

In the case that the ANSI Accreditation Committee of ANSI is held legally responsible, under national or international law, for any action taken by an accredited certification body, the ACB shall undertake to exonerate fully the ANSI ACC and the ANSI from such liabilities.

Insurance

All signatories shall maintain professional liability errors and omissions insurance provided by an insurance company of good repute and adequate financial standing which provides an indemnity to them in respect of claims made against them arising out for or, in any way, related to their negligent acts or omissions occurring while operating under this agreement.

