



# **ICAC Policies and Procedures Handbook**

(Adopted by Board, 1/19/2017)  
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## **I. Organization and Purpose:**

The International Certification Accreditation Council (ICAC) is organized exclusively as a not-for-profit advisory body to organizations certifying and accrediting individuals in the technical and professional fields.

The Council shall evaluate and advise on certification standards; provide guidance and assist member organizations in defining methodology, practices and public dissemination of information which enhances professionalism; and from the collective wisdom of its member organizations counsel on all matters relating to the establishment and the maintenance of credible, respectable and respected certification programs.

This council is not organized for profit and no part of any derived income shall be distributed to its members, directors, officers or other private persons, except that this corporation shall be authorized and empowered to pay reasonable compensation for administrative services rendered and to make payments and distributions in furtherance of the purposes set forth in this article.

The objectives, purposes and pursuits of this organization shall be:

- a. To create an environment and a medium by which certification programs developed and maintained by the council members can be evaluated so as to promote the highest standards in fields for which certification is given.
- b. To stimulate interest in professional excellence in the technical and professional fields, to encourage the exchange and intercourse of ideas among the members of this association and to promote and maintain the highest professional standards.
- c. To serve as the official representation of certification programs of council members and to create and maintain a centralized organization for concerted action upon matters affecting certification standards and/or the welfare of practicing and certified technician and engineering professionals.
- d. To consider and ameliorate problems common to the professional and technical fields and to promote cooperative action in advancing the objectives and goals of this organization.
- e. To encourage within business and industry, the benefit and value of certified practitioners and to promote and advance the professional interests of its certified members.
- f. To promote ethical principles and practice among the certifying organizations of this association to foster scientifically sound practices and to increase the usefulness of the professional and technical individuals to the public at large.

- g. To encourage credentialing to use fair and equitable criteria in establishing Certification standards and to confer certification only to those who meet such standards so as to minimize public exposure to risk
- h. To unite the members of the technical and professional fields and to promote social contact among those individuals engaged in their respective industry.
- i. To promote the elimination of any discrimination within the scope of the certification process, in any form, against any person on the basis of age, race, creed, color, national origin or gender.
- j. To disseminate information, share technical know how and prepare, select and distribute scientific data and information of all kinds which may be useful and beneficial to further the purpose of this association.
- k. To accredit qualified certification programs against the ISO 17024 standard.

## **II. Board Structure:**

### **Board of Directors:**

The Board of Directors of the association shall consist of up to sixteen (16) members of the Council, in the offices of President, Vice President, Secretary, Treasurer and Director (12) elected by the membership. The officers shall make up the Executive Committee.

Board members shall serve a two-year term, with half the board elected on even years, and half elected on odd years. Elections shall take place at the annual meeting. To be elected, officers/directors must receive a majority of the votes cast by the council members present at the annual meeting. Officers shall hold office until the successor for the office has been duly elected and accepted the position.

Any officer/director may be removed by the Board of Directors, whenever in its judgment, the best interest of the association would be served thereby, however such removal shall be without prejudice to the persons so removed.

Any vacancy because of death, resignation, removal or otherwise may be filled by appointment by the Board of Directors for the unexpired portion of the term.

### **Duties of Board Members:**

**President:** The President shall be the chief officer of the council and shall preside at all meetings of the association and the Executive Committee. Subject to the control of the Board of Directors and the Executive Committee, the President shall be charged with the general supervision, management and control of all business and affairs of the association. The president shall be an ex-officio member of all committees and communicate to the association such matters and such suggestions as may promote the welfare and increase the usefulness of the association. The President may also perform such other duties as from time to time may be subscribed by the Board of Directors or the Executive Committee.

**Vice President:** The Vice President of the association shall perform the duties and responsibilities of the President in his/her absence and when so acting, shall have all the powers of and be subject to the same limitations placed upon the President. The Vice President shall also perform such other duties as, from time to time, may be prescribed by the President, the Board of Directors or the Executive Committee.

**Secretary:** The Secretary shall keep the minutes of all official meetings of the council, the Board of Directors and the Executive Committee. The Secretary shall be responsible to issue all notices and correspondence requested by the Board of Directors and the Executive Committee. The Secretary shall also perform other duties as may be prescribed from time to time by the Board of Directors, the President or the Executive Committee.

**Treasurer:** The Treasurer shall have charge and custody of the association's funds and shall maintain accurate books of all receipts and disbursements. The Treasurer shall direct the deposit of all monies and other valuable effects in the name of the association and in such depositories as may be designated by the association. The treasurer shall be responsible for

the preparation of financial reports as required by the Board of Directors and shall submit annual documents required by the Internal Revenue Service. At the expiration of his/her term of office, the Treasurer shall deliver to his/her successor all books, money and other property of the association.

**Directors:** The business and the affairs of the Council shall be managed and controlled by the Board of Directors which, in conjunction with the elected officers, constitute the governing body of the association. Subject to the By-laws of the association, the Board of Directors shall do and commit to whatever act and action shall be deemed necessary, proper and advisable to meet the purposes and the goals of the association. The Board may, in the execution of its powers, grant authority and responsibility to the Executive Committee, as deemed proper and expedient from time to time.

**Board Member Duties:** The Board holds the fiduciary responsibility as well as is responsible to set and enforce the policies and procedures of the Council. The board shall also have the authority to enter into and administer any contracts it deems appropriate on behalf of ICAC. It is the responsibility and duty of all Board Members to execute a written Commitment to render faithful service as a Board Member, avoiding conflicts of interest or other impropriety. They should also execute a written Agreement of Confidentiality. When performing his or her board duties, a Board Member shall be considered a volunteer to the fullest extent permitted by state and federal law.

**Number:** The Board of Directors shall consist of up to sixteen (16) members, twelve (12) directors and four (4) officers.

**Election:** Directors will be elected at the annual meeting and serve for a period of two (2) years. Half the directors shall be elected on even years, with half the directors to be elected on odd years.

**Removal:** A Director may be removed with or without cause, at a meeting called expressly for the purpose by a majority vote of the Directors in office. As a general rule any Director who is absent from two (2) consecutive annual meetings will be subject to removal as a Director.

**Vacancies:** A vacancy occurring in the Board of Directors shall be filled, by appointment, by the Executive Committee for the remaining portion of the unexpired term.

### **III. Administrative Offices:**

The principal and registered office of the association shall be established at the annual meeting of the ICAC Board of Directors. Said offices may be changed from time to time by the Board of Directors or the Executive Committee and the association may have additional offices as the Board of Directors or the Executive Committee may designate or as the activities of the association may require from time to time.

#### **IV. Registered Agent:**

The registered agent of the association may be an officer, director or other designated person by the Board of Directors who is a resident of the state of incorporation. The registered agent may be changed from time to time by the Board of Directors or the Executive Committee.



## **V. Membership:**

Those organizations accredited by ICAC must maintain membership within the Council. Other organizations that have a strong interest in certification programs may also join ICAC, even if they currently have no certification program accredited by the Council. Membership types include:

**Charter members:** Those certifying organizations who, at the time of incorporation, were instrumental to and participants in the formation and establishment of the International Certification Accreditation Council.

**Members:** Certification organizations who desire to become a member of the International Certification Council and can demonstrate an existing or a viable plan for the development of a particular certification area. The organization may appoint one individual as the representative to the Council. This representative may be changed from time-to-time with written notice to the Secretary.

**Affiliated Members:** Individuals may be granted Affiliated membership in the Council as deemed appropriate by the Board of Directors. These individuals do not represent any accredited organization to the Council in any official capacity. Annual membership dues are waived for Affiliated members.

**Dues:** The annual dues required for membership in the Council shall be determined by the Board of Directors. Dues may be varied from year-to-year, however membership dues shall be the same for all Charter members and Members. No part of the annual membership dues shall be rebated, refunded or forgiven by reason of death, withdrawal or removal. Annual membership dues are waived for Affiliated members.

**Voting:** Each Charter member and Member attending the annual meeting or any special meeting scheduled by the Executive Committee, shall be entitled to one vote on each and every issue affecting the affairs of the Council. An agenda for every meeting of the ICAC shall be prepared and sent to all council members prior to the scheduled meeting. Members unable to attend a scheduled meeting may vote on a particular agenda item by designating an attending member as proxy. The designation of a proxy must be in writing and this document presented to the Secretary prior to the start of the meeting.

Members who are employed by or serve as a board member of an organization upon which a vote is taking place (for example, approval of accreditation of a credentialing program), then that member must recuse himself/herself from the vote.

**Membership Duration:** Membership shall be continual unless and until terminated by voluntary withdrawal, suspension or expulsion. Non-payment of annual dues will be considered as a voluntary withdrawal of membership by the organization (except for affiliated Members). Any member desiring to terminate affiliation with the council may do so in writing. Withdrawals shall be effective on fulfillment of obligations to the date of withdrawal.

**Suspension and Expulsion:** Any member of the council charged with unprofessional conduct or with conduct detrimental to the objectives and interest of the association may be suspended from activities in the Council for a period of 60 days, during which time a formal investigation will be conducted by the Ethics Committee to determine the charge(s) validity. If, after a fair and impartial hearing on due notice to the member in question, the charges have been reasonably substantiated and 75% of the governing Board vote for expulsion, that action will be implemented.

## **VI. Committees:**

Committees of the membership (either standing or ad-hoc) may be formed at the direction of the Board and will consist of at least two (2) directors. Committees may include, but are not limited to:

**Executive Committee:** The Executive Committee shall consist of the President, the Vice President, and three (3) Directors appointed to fill this position by a majority vote of the membership. The Secretary and/or the Treasurer may be ex-officio member(s) of the Executive Committee.

Between Board of Director meetings, the Executive Committee shall have and exercise the authority of the Board of Directors in the supervision, control and management of the association, except as to matters conferred to the authority of the entire board.

**Ethics Committee.** The Ethics Committee shall make recommendations to the Board on all matters of professional practices and ethics relating thereto. The Ethics Committee shall be responsible for timely and thorough investigation and evaluation of incidents of ethical transgressions and make recommendations to the Board as to appropriate action.

**Appeals Panel:** To ensure an impartial appeals process, an Appeals Panel consisting of three (3) ICAC Board members may be formed: the Chairperson and two other voting members. The Chairperson of the panel will be the ICAC Board President, who will appoint the other two voting members from the existing ICAC Board.

The Appeals Panel reviews each case individually and then processes the results of the review directly with the individual requesting the appeal. The ICAC Board grants to the Appeals Panel full and final authority to deny, suspend, revoke, or reinstate ICAC accreditation.

**Discipline Subcommittee:** In the event of a formal complaint against an accredited certifying body, a Discipline Subcommittee will be appointed by the ICAC Board President and sent information describing the details of the situation and the CB in question, including evidence or argument supplied by the individual (if submitted). This subcommittee is empowered by the ICAC Board to make discipline decisions.

**Accreditation Committee.** The Accreditation Committee shall be responsible for the assessment of certification programs seeking accreditation by the International Certification Accreditation Council. This committee will, after thorough evaluation of the validity, completeness and appropriateness of a certification candidate for accreditation, recommend to the Board appropriate action.

The Accreditation Committee is an ad-hoc committee assigned to review specific applications. Initial and renewal teams will consist of a minimum of two assessors. Mid-term surveillance may be conducted by a single assessor. Each assessor will meet the following criteria:

## **VII. Assessor Qualifications/Requirements**

### **Definition of Assessor roles:**

- Lead: Assessor who is the lead of a site surveillance team
- Team member: Assessor who participates as a member of an ICAC assessment team.
- Mid-term surveillance assessor: Individual who performs assessments as the sole representative of ICAC.

### **Responsibilities:**

#### **All assessors:**

- Use pre-assessment materials (ICAC spreadsheet) to review applications.
- Prepare for site visit assessment by selecting ISO standard 17024 paragraphs needing to be verified at the certifying body's work site.
- Perform site assessment

#### **Lead/Mid-term surveillance assessor:**

- Serves as the contact person to the certifying agency
- Prepares the site visit assessment report
- Submits the assessment report to the ICAC Board
- Communicates with the certifying body
- Serves as the spokesperson for ICAC
- Coordinates the assessment

#### **All Assessors:**

- Understand quality programs, the ISO 17024 standard, audit practices, or other quality practices either through actual experience or training;
- Active participation (through either a managerial or technical position) in managing a quality program, performing assessments, investigations or having responsibilities for quality control, process control or other quality-related practices.
- Successful completion of an ICAC Accreditation Program application review, and/or
- Successful completion of a site visit assessment by accompanying an approved assessor.

#### **Commitment:**

- Participate in certifying body assessments, when requested and available.
- Abide by the ICAC Confidentiality Agreement.

**Attributes/Abilities:**

- Knowledgeable in assessed activities
- Good verbal/written communication skills
- Objective (use only facts)
- Professional (fair, report exactly what is found)
- Punctual
- Represents the ICAC with Integrity
- Manages certifying body information in a confidential manner
- Communicates effectively with team and facility
- Demonstrates knowledge of the ISO standard 17024 standard
- Relates observations to specific paragraph within the standard
- Synthesizes information by asking open ended questions
- Positive (judge on basis of effectiveness of a quality system; consider non-conformance as an opportunity for improvement).
- Practical (assessment beneficial to the certifying body being assessed)
- Prepared
- Demonstrate facilitation skills
- Demonstrate organizational skills to accomplish activities

**Assessor Training Process:**

- All assessors will undergo a training process under the guidance of an experienced lead assessor. This process will include:
  - a complete review of the application materials, with feedback provided to the lead assessor. The lead assessor will then critique the assessor's performance and provide feedback.
  - undertake at least one site assessment with an experienced lead assessor.
- Once an assessor has completed at least one training assessment, they will then be asked to serve as lead assessor on an accreditation along with another experienced assessor. The experienced assessor will evaluate and provide feedback during and after the process.
- ICAC shall observe and evaluate each assessor periodically (at least every 3 years) and provide training and/or corrective instruction as deemed appropriate.

## **VIII. Assessor Compensation**

Each assessor participating in a site visit will be compensated at a daily rate plus expenses.

The daily rate for an assessor is \$300 per day per assessor which includes onsite and offsite activities/time necessary to review of the initial application, any additional materials and to complete the assessment. It is assumed that the initial and renewal assessment will require two days of review time per assessor (barring unusual circumstances).

The mid-term assessment will generally require one day to assess.

Expenses (travel, hotel, food, etc.) are invoiced based on the costs incurred.

## **IX. ISO Compliance**

The administration and organization of the Council shall be in compliance with the guidelines set in ISO 17011.

## **X. Membership Meetings:**

The membership of the Council shall meet from time-to-time, either at a designated location, or through electronic means.

**Annual Meeting:** There shall be an annual meeting of the members of this Council to be held at a date, place and time as designated by the Executive Committee.

**Special Meetings:** Special meetings of the Council may be called at any time providing the majority of the Executive Committee concur and at least 30 days notice is provided to the members of the Council. The agenda for said meeting will be mailed or emailed to all Council members no later than 10 days prior to the date of the scheduled meeting.

**Notice.** The Secretary shall issue a written notice for the annual and each special meeting sent to all members of the Council at the post office or email address appearing on the records of the member. This notice shall include a proposed agenda.

**Quorum:** A Quorum shall constitute no less than fifty (50) percent of members registered and present at the meeting.

**Order of Business:** The order of business shall be conducted in accordance with Roberts Rules of Order.



## **XI. Initial Accreditation Process:**

### **A. Eligibility:**

Any entity that certifies individuals through a credentialing program as defined by ISO 17024. The program must have been in existence and have certified enough individuals as to make the evaluation of the organization's resources and procedures practical.

### **B. Application Process:**

Upon initial contact with ICAC, the Council will send a welcome packet of information to the applicant which includes a pre-assessment tool to determine if the the interested party is eligible for the services ICAC provides.

In the event that the organization administers multiple certification programs, those programs that are developed, administered and evaluated under essentially similar processes and procedures will be considered as one certification program from the perspective of the ICAC. If substantially different processes are in place (as determined by the ICAC), then differing certification programs may require a review under a separate application and review.

Once it has been determined that the interested party is likely eligible, they will be sent the complete application packet. A member of the Accreditation Committee will be assigned as their Liaison to assist in the application process.

The completed application will be submitted to ICAC along with the application fee. The application may be paper, electronic, or a combination of both.

An adhoc Review Committee of three members of the Accreditation Committee will be formed to review the application. No member who has a conflict of interest with the applying organization may serve on this committee. The Liaison will be the "lead" member of this committee and will communicate with the applicant any concerns or requests for additional information resulting from the review of the application.

The ICAC does not evaluate the technical content of a Applicant's certification program; the standards are concerned with the program's structure, process, and administration.

Once the Review Committee has been assigned, the Liaison will inform the applicant of the Review Committee's composition, including the names and organizational affiliation of its members. After notification, the Applicant will have a two-week period to object to the composition of the Review Committee. Should the Applicant object, the objections (and rationale behind them) must be submitted in writing to the Secretary. If the Executive Committee determines the objections to be reasonable, the membership on the Review Committee will be reconstituted. The notification and objection process then begins again.

Should the Executive Committee determine that the objections by the Applicant are without merit, then the Applicant will be given the choice of proceeding with the review as conducted by the assigned Review Committee or to withdraw the application. If the application is withdrawn at this point, ICAC will refund the application fee in full.

Once the application review process has been completed to the satisfaction of the Review Committee, the application is considered to be accepted. At this point, no refund of the application fee will be granted, even if the applicant chooses not to continue with the accreditation process.

### **C. Site Review Process:**

Upon payment of the site review fee and acceptance of the application, the Review Committee will begin the process of verifying the information provided within the application. This may include, but is not limited to:

- A basic Internet search that suggests the program does in fact exist.
- Verification with the Secretary of State of the organization's incorporation.
- Verification with the IRS of the association's tax status.
- A search of any complaints/issues that have arisen over the years as they relate to the certification program under evaluation.
- A Whois search to determine who created the organization's website and when.

A site visit will be scheduled. A minimum of two members of the Review Committee will be assigned to conduct the site visit. In addition to a site visit to the head office, the Review Committee will also conduct site visits to any other facility where one or more key activities are conducted in relation to the certification program(s) being assessed.

A site review will typically require Review Committee members physically traveling to the site. At least one member of the Review Committee must normally be physically present at the applicant's facility. One or both members of the Review Committee may conduct the site assessment remotely in rare situations and with approval by majority vote of the Board of Directors.

In the likely event that the review will take place in person at the Applicant's facility, the Applicant and the Review Committee will work together to minimize travel and accommodations costs. These costs will be paid by the Applicant (either directly or reimbursed).

The Review Committee shall utilize the review checklist as developed by ICAC. Should any deficiencies be identified, they shall be communicated to the Applicant for correction and/or additional information. Once the review process is completed, a written report/recommendation will be submitted to the Board of Directors. At the next regularly scheduled meeting, the Board will vote on the recommendation of the Review Committee.

The Liaison will communicate the outcome of the accreditation vote to the applicant. Should the Board vote to accredit the applicant's certification program(s), the Review Committee will be disbanded upon notification of success to the applicant. The applicant will then assign an individual as its official representative to ICAC.

Should the Board vote to reject the application, the Liaison will inform the applicant of the reasons for the rejection and provide the Applicant with details on ICAC's appeal process.

## **XII. Appeal Process:**

Under certain circumstances, accreditation status may be denied, suspended, or active accreditation status may be revoked. Any certifying body (CB) who is denied access to accreditation or whose accreditation has been revoked or suspended has the right to appeal the decision.

ICAC has an established review and appeals process for CB's seeking an amendment of this decision. This process offers any CB the opportunity to have its concerns heard in a fair, objective forum.

Any CB whose accreditation has been withdrawn as a result of the failure to pay any required dues or fees shall have no right to pursue an appeal. Such CBs may, however, present written evidence that the factual predicate for the denial, revocation or suspension of certification is incorrect: such evidence shall be reviewed and appropriate action taken.

To ensure an impartial appeals process, an Appeals Panel consisting of three (3) ICAC Board members is formed: the President and two other voting members. The President of the panel will be the ICAC Board President, who will appoint the other two voting members from the existing ICAC Board. If the President chooses an Appeals Panel member who has a personal or financial conflict of interest, that Panel member will be withdrawn from the Panel.

The Appeals Panel reviews each case individually and then processes the results of the review directly with the individual requesting the appeal. The ICAC Board grants to the Appeals Panel full and final authority to deny, suspend, revoke, or reinstate ICAC accreditation.

The chairperson of the Appeals Panel will chair all meetings of the Panel, which will be held, as needed, by conference call unless an in-person review is requested and paid for by the appellant. Dates and times for review will be determined by the President. Panel members and the appellant will be informed of the date at least one (1) month prior to the conference call. All materials available for the review will be provided in writing to the members in advance of the review.

### **Procedure**

1. A CB must submit a written request for an appeal, which must be signed by the legal representative of the CB and notarized, to the President of the ICAC Board. The request must include a statement of the appellant's reasons for believing that the decision was erroneous, along with five copies of any supporting materials/ documentation, and a statement of the desired outcome. The request (for an appeal) must be sent to the ICAC office by certified mail to the attention of the ICAC President and postmarked within 60 days of the date of mailing of notification of denial suspension, or revocation. Any materials not postmarked within this 60-day period will not be considered in the review and appeals process.

2. Following the receipt of the appellant's request, the ICAC Board President shall, as soon as practical, appoint two members of the ICAC Board to serve as that CB's Appeals Panel.
3. Within two months of receipt of a request for an appeal, and selection of the Appeals Panel, the Panel will consider the case.
4. In advance of the review, all supporting materials for the case will be sent to the Appeals Panel by the ICAC office.
5. At the request of individual members of the Panel, the Chairperson may, but need not, submit additional questions in writing to the appellant. The appellant will have the opportunity to respond in writing.
6. Panel members and the appellant will be informed of the date for the review at least one (1) month prior to the conference call.
7. If the appellant desires an opportunity to address the Panel in person or by conference call, the appellant may do so but must bear the cost of such in-person review. The appellant can contact the ICAC office for an estimate of such costs. If the appellant desires an in-person review, the request must be included with the statement of the appellant described in step 1.
8. An appellant may be represented by legal counsel at any meeting at which the appellant addresses the Panel, whether in person or by conference call.
9. The voting members of the Panel will review each case and reach a majority decision. A unanimous vote is required to overturn the decision to deny, suspend, or revoke certification. The decision of the Appeals Panel will be final.
10. The Chairperson of the Appeals Panel will send the appellant the Panel's decision in writing by certified mail as soon as practical after the review.
11. Written materials considered in the Appeals Process and written decisions of the Appeals Panel will be securely stored and retained in the ICAC office for 3 years.

### **XIII. Maintaining Accreditation:**

Once awarded, the certification program(s) accreditation is valid for a period of five (5) years. In order to maintain this accreditation during the five year period, the organization must:

1. Maintain active membership in ICAC
2. Submit annual self-assessment (beginning at the end of the first full calendar year after accreditation was first granted)
3. During the third year of accreditation, a “surveillance” site visit is required. Only one assessor is required for this site visit. The assessor will review the original accreditation assessment and ensure that the processes, procedures and administration have not dramatically changed since the previous assessment. The accredited organization will be responsible for paying the mid-accreditation assessment fee as well as travel costs of the assessor.

#### **XIV. Annual Self-Assessment:**

Continuing accreditation assessment activities (surveillance) shall commence at the first of the year (January 1<sup>st</sup>) following the initial accreditation. The purpose of these activities shall be to:

- determine that the program continues to operate in conformity with and the requirements of ISO/IEC 17024 and
- continues to operate in conformity with ICAC requirements.

Continuing accreditation activities shall include but not be limited to:

- self-assessment needed to confirm that the program is in conformance as set forth in the program documents approved by and in accordance with ISO/IEC 17024 or ICAC requirements.
- submission of an annual self-assessment report.

The certifying body (CB) shall submit an annual self-assessment report on the first of the year.

ICAC shall send a reminder notifying the CB regarding the due date for the submission of the annual self-assessment report. The CB must submit a completed self-assessment and pay their annual membership fee at that time.

The self-assessment may be submitted to ICAC in two hard copies or electronically. ICAC shall select assessor(s) for the document review. That review will be for completeness and if necessary, to request clarification from the CB.

After ICAC review, the assessor(s) will report the results of their review to the ICAC Executive Committee. Copies of the report will be forwarded to the ICAC records retention area with the assessors' comments/recommendation.

Failure to submit a complete annual surveillance self-assessment report may result in ICAC accreditation action(s), up to withdrawal of accreditation.

If additional materials are needed to determine if a requirement is met, the assessor(s) will contact the CB.

Upon completion of the CB's annual assessment, the ICAC Executive Committee will communicate closure of the requirement to the CB.

Note: The annual self-assessment does not replace the need for a CB to update ICAC of changes to their procedures/processes/products as they occur during the year.

## **XV. Mid-Term Surveillance Procedure:**

Continuing site accreditation assessment activities (surveillance) shall commence no later than 3 years from the date of initial accreditation, as indicated on the ICAC certificate of accreditation.

The purpose of these activities shall be to:

- determine that the program continues to operate to the requirements of ISO/IEC 17024;
- determine that the program continues to operate as described in the certifying body documentation governing their program;
- determine if any major changes reported have affected the conformity of the program to ISO/IEC 17024 requirements.

The ICAC Mid-Term Site Surveillance duration will normally be performed by one assessor and be a maximum of one day. This assessment may be conducted remotely with the approval of the majority of the Board of Directors.

The ICAC Mid-Term Site Surveillance will consist of a review of the yearly reports, selected operating processes/procedures, a review of any the recommendations from previous site visits and a review of some areas of the ISO 17024 standard. A review of the certifying body's web site will also be performed for consistency and any possible recommendations. The assessor will notify the certifying body's site representative of the areas of the standard to be reviewed. The notification will be in form of an email.

The ICAC Mid-Term Site Surveillance visit will cost a \$1,000 fee (plus travel expenses) for each the site surveillance inspections.

Site visit will be coordinated with the Certifying Body site representative. Communications concerning the ICAC Mid-Term Site Surveillance visit should be started about 2 months prior to the due date. The ICAC Assessor is responsible for the initial communication.

Upon completion of the mid-term site surveillance the assessor will prepare a letter to the certifying body representative and the ICAC Executive Board outlining the areas/items reviewed. The letter should also contain any findings, recommendations or commendable areas. If there are no findings then the letter should close out the mid term review requirement for that certifying body (subject to Board approval).

If there are any findings the assessor will send an email to the ICAC Executive Board listing the findings and any recommendations on the certifying body's accreditation. The board may call a special meeting to decide what action should be taken.

## **XVI. Renewing Accreditation:**

At the end of the five year accreditation period, the member organization may choose to renew the accreditation by going through a process similar to initial accreditation. The accredited organization will complete an updated application, which is reviewed by an appointed adhoc Review Committee, and participate in a site visit. All processes will be conducted in a manner similar to the initial accreditation assessment process. Fees for renewing accreditation may be different than initial accreditation and are set by the Board of Directors.

Organizations that do not apply for renewal within 63 months (5 years and 3 months) of the date of their initial accreditation (or date of previous renewal) will have let their accreditation lapse. Additional 3-month grace periods may be added at the discretion of the Board of Directors. If they wish to be accredited by ICAC after the renewal grace period has elapsed, they will be considered a new application (not a renewal) and all the terms and conditions of an initial application will apply.

Organizations that have been accredited by an accrediting body other than ICAC, but wish to be accredited by ICAC in the future will be treated as if they were renewing their accreditation with ICAC.

The reassessment process follows the application and initial assessment process almost entirely with the following exceptions:

- no preliminary application is required;
- no application fee is due. Instead, the annual membership fee must be submitted along with the application form;
- due to an ongoing relationship and familiarity with the renewing organization, the site assessment team may consist of only one assessor, or one assessor and one remote assessor, if deemed appropriate by the Board.

The assessment team shall consider the annual self-assessments findings from previous years in making their assessment decisions.



## **XVII. Denial, Suspending or Revoking Accreditation:**

ICAC considers misrepresentation and/or noncompliance with eligibility criteria, the rules and guidelines of ICAC accreditation, and/or misuse of the ICAC credential serious ethical issues that require investigation and possible disciplinary action.

Cause for denial, suspension, or revocation of certification includes but is not limited to:

- Falsification of information on the ICAC accreditation application
- Misrepresentation of self-assessments required for maintaining the accreditation;
- Falsification of any material information requested by ICAC;
- Misrepresentation of ICAC accreditation status;
- Change in circumstances that result in the certification program falling into substantial non-compliance with the ISO standard;
- Behavior on the part of the certifying body and/or its principals that cast the program into disrepute;
- Non-payment of required fees.

ICAC investigates alleged misconduct, misrepresentation, and/or noncompliance, beginning with an objective review process in which evidence substantiating the allegations is collected to ensure due process and to protect the rights of the certifying body (CB).

The process is initiated upon receipt of a credible notification of noncompliance or misrepresentation and is conducted in an expedited manner to avoid creating an undue burden on the CB.

The complaint or notification of noncompliance must be in writing and will be reviewed by the Discipline Subcommittee to determine if it is deemed credible. Upon completion of the review process, ICAC reserves the right to take disciplinary action, for valid cause, against its accreditation holders, CBs seeking ICAC accreditation, or CBs misrepresenting their ICAC accreditation status. If the complaint is determined to be without merit, the ICAC reserves the right to take no action against the CB and no official response is required to the instigator of the unfounded allegation. A notification may take the form of an article or notice appearing in the media.

### **Procedure**

1. ICAC notifies the CB in writing that it has received evidence of cause for denial, suspension, or revocation of certification. This notice will describe the purported cause. The notice also shall request the CB to submit in writing, within 30 days of notification, any evidence or argument concerning the proposed denial, suspension, or revocation of certification.
2. A Discipline Subcommittee will be appointed by the ICAC Board President and sent information describing the details of the situation and the CB in question, including evidence or argument supplied by the individual (if submitted). This subcommittee is empowered by the ICAC Board to make discipline decisions. The accreditation may be suspended during the investigative process through action of the Board.

3. If the Discipline Subcommittee reaches a unanimous decision, its decision will be carried out with the approval of the ICAC Board.
4. If the decision is not unanimous, or if the Discipline Subcommittee decides that the case is unusual, the case will be presented to the full ICAC Board for consideration and action.
5. ICAC will notify the CB by certified mail regarding the decision. This notice shall include a brief statement setting forth the reason for ICAC's decision.
6. The CB's records within ICAC's database will be modified to indicate that the accreditation has been suspended or revoked. Inquires will simply be told that the certification is not currently accredited by ICAC.
7. If ICAC determines the need to deny, suspend, or revoke the CB's accreditation, then ICAC will forward to the individual information regarding its Review and Appeals Process.
8. Any CB who wishes to appeal the decision of the ICAC which denied, suspended or revoked their certification status must do so according to the process outlined in ICAC's Review and Appeals Process.
9. The ICAC certificate technically remains the property of the ICAC and must be returned if the accreditation is withdrawn for cause.
10. Written materials considered in the Disciplinary Process and written decisions of the Discipline Subcommittee will be securely stored and retained in the ICAC office for 3 years.

## **XVIII. Logos and Certificates**

### **Use of ICAC name/logo:**

Except as otherwise permitted herein, any use or display of the ICAC logo or service mark without the prior written consent of the Board of Directors is prohibited.

### **Permitted Use of Mark**

When ICAC accredits a certification program it supplies a certificate that the program may display. ICAC also provides its logo in various electronic formats so that the accredited program may document its accreditation on certificates issued to certificants, web sites, stationery, brochures, candidate guides, and other publications, as well as a press release to distribute to publications within the profession.

The logo shall not be used in a manner that could be misleading or infer that the ICAC accreditation applies to certification programs not accredited by the ICAC, or products, processes or services that fall outside of the accreditation granted.

The accredited program may state that ICAC reviewed the program and found at the time of the review that the program met the ISO accreditation standards. The accredited program may also point out that it submits annual reports to ICAC and must undergo a re-accreditation every five years. All statements made by a program concerning ICAC accreditation must be accurate and truthful.

### **Misleading Use of Name Prohibited**

Any organization whose program(s) are not accredited by the ICAC shall not make statements in promotional materials or elsewhere regarding accreditation by ICAC.

### **Withdrawal, Suspension of Accreditation**

Upon withdrawal, suspension or expiration of accreditation, the certifying body shall remove any reference to accreditation by ICAC and will inform affected clients of the change in the organization's accreditation without undue delay.

## **XIX. Non-Disclosure / Confidentiality Policy**

Board, Committee Members and Staff of ICAC have been entrusted with certain information regarding the operations and membership of ICAC as well as its accredited members. ICAC is committed to protecting the confidentiality of our customers, personnel and business data entrusted to its care.

### **Confidential and Proprietary Information:**

For purposes of this policy, "Confidential Information" means all information and materials, in whatever form, whether tangible or intangible, disclosed by ICAC or any of its authorized representatives to Volunteers, or to which Volunteers otherwise gain access as a result of volunteering for ICAC. All proprietary information of ICAC that is not known generally to the public is considered Confidential Information.

Without limiting the generality of the foregoing, the following are deemed Confidential Information:

- Ideas for research and development;
- Information submitted in the investigation of complaints or involving ethics cases;
- Computer records and software (including software that is proprietary to third parties);
- Any other information which ICAC must keep confidential as a result of obligations to third parties;
- Information regarding the administration of components of the certification programs;
- Exam-related technologies and components;
- Item content, characteristics, development or other aspects of the examinations and their development, maintenance and administration;
- Identities of Certificants, candidates, customers, suppliers, or third party contractors, including without limitation any media, advertising, or public relations firms;
- The ICAC e-mail distribution list(s);
- Human resources data and information about employees, contractors and other volunteers;
- Cost and other financial data;
- Any other information to which a volunteer may have access while involved in ICAC's activities.

### **Non-Disclosure:**

Volunteers/staff, without prior written consent from ICAC, may not divulge any Confidential Information to third parties or copy documents containing any Confidential Information. In no event shall they use Confidential Information in a manner that is in any way detrimental to ICAC.

Volunteers/staff also agree to maintain the confidentiality of all Confidential Information and not misuse, misappropriate, or disclose in writing, orally or by electronic means, any

Confidential Information, directly or indirectly, to any other person or use them in any way, either during the term of their association with ICAC or at any other time thereafter, except as is required in the course of service to ICAC. The requirement of non-disclosure will apply while the volunteer/staff is actively involved with ICAC and for a period of two years after formally severing their relationship with ICAC.

**Remedies:**

Violation of the confidentiality and/or non-disclosure policy will be grounds for termination of service with ICAC. In the case of a volunteer, a Committee Chair plus any two members of the Executive Committee may elect to remove a volunteer at any time. In cases where a staff member is involved of violating this agreement, ICAC's personnel policies shall determine the discipline or termination process.

## **XX. Conflict of Interest Policy**

Volunteers/staff shall avoid personal and professional conflicts of interest in all matters pertaining to ICAC's programs. Conflicting interests may include but are not limited to such areas as financial, personal relationships, and/or professional relationships.

If a situation arises where it is unclear as to whether a conflict of interest exists, the volunteer/staff shall discuss the issue with the President of ICAC.

If it is determined that a potential or real conflict of interest exists, the volunteer/staff shall recuse himself/herself from the conflicting situation.

## **XXI. Non-Discrimination Policy**

ICAC is committed to providing an accreditation process that is fair and free from discrimination.

ICAC endorses the principle of equal opportunity. Eligibility criteria for accre under the ICAC are applied equally to all applicants regardless of race, religion, sex, sexual orientation, gender identity, national origin, ethnicity, veteran status, age, marital status, or disability.

ICAC complies with the Americans with Disabilities Act and strives to ensure that no disabled individual is deprived of the opportunity to participate in ICAC activities solely by reason of that disability. Special arrangements may be made for these individuals.

## **XXII. Statement of Impartiality**

ICAC, its Directors, Managers, Staff and others involved in the accreditation process fully understand the importance of impartiality in undertaking its Accreditation Activities and is committed to keeping our accreditation process free from any conflicts of interest.

All personnel, internal and external, and committees are required to act impartially. We do not involve ourselves in any activities which might jeopardize impartiality or result in a conflict of interests, nor do any of our sub-contracted agencies or consultants.

In fulfilling this commitment, we carefully assesses the suitability of proposed members of the board of directors, committee members, staff, or sub contracted entities to ensure they are and remain free of any conflicts of interest.

In nominating members to be elected to Council, careful consideration is given to the impact it will have, should the nominee be elected, such that no single interest is predominant. In approving proposed members of other committees that have an interest in our accreditation programs, careful consideration is given to the impact it will have on impartiality.

If a topic is being discussed and a voting member of a committee has an interest that could impact on impartiality, the President or the Chairman of the committee will consider whether it is appropriate to suspend the voting rights of that member for the duration of the topic being discussed.

Annually all individuals involved in our certification process are required to update their Conflict of Interest Statement, attesting that they are free from conflict or identifying any possible conflicts which might arise during their involvement with our certification program.



### **XXIII. Commitment to Quality**

Our members as well as the general public have high expectations of everything we do. We aim to do more than just match those expectations. Our goal is to continuously improve the quality of our services and processes to ensure compliance and effectiveness of our quality management system.

We have a Commitment to Quality, which means we:

- Take the time to fully understand our customers' needs
- Always comply with national and international standards requirements
- Implement those requirements in our services and our organization
- Double check that implementation has been carried out correctly
- Communicate clearly and regularly with every customer
- Provide long-term customer care

Our uncompromising attitude to quality is ingrained in the culture of ICAC and shapes everything we do.

## **XXIV. Document Retention & Destruction Policy**

### **1. Policy and Purposes**

This Policy represents the policy of ICAC (the “organization”) with respect to the retention and destruction of documents and other records, both in hard copy and electronic media (which may merely be referred to as “documents” in this Policy). Purposes of the Policy include (a) retention and maintenance of documents necessary for the proper functioning of the organization as well as to comply with applicable legal requirements; (b) destruction of documents which no longer need to be retained; and (c) guidance for the Board of Directors, officers, staff and other constituencies with respect to their responsibilities concerning document retention and destruction. Notwithstanding the foregoing, the organization reserves the right to revise or revoke this Policy at any time.

### **2. Administration**

**2.1 Responsibilities of the Administrator.** The organization’s President or his/her delegate shall be the administrator (“Administrator”) in charge of the administration of this Policy. The Administrator’s responsibilities shall include supervising and coordinating the retention and destruction of documents pursuant to this Policy and particularly the Document Retention Schedule included below. The Administrator shall also be responsible for documenting the actions taken to maintain and/or destroy organization documents and retaining such documentation. The Administrator may also modify the Document Retention Schedule from time to time as necessary to comply with law and/or to include additional or revised document categories as may be appropriate to reflect organizational policies and procedures. The Administrator is also authorized to periodically review this Policy and Policy compliance with legal counsel and to report to the Board of Directors as to compliance. The Administrator may also appoint one or more assistants to assist in carrying out the Administrator’s responsibilities, with the Administrator, however, retaining ultimate responsibility for administration of this Policy.

**2.2 Responsibilities of Constituencies.** This Policy also relates to the responsibilities of board members, staff, volunteers and outsiders with respect to maintaining and documenting the storage and destruction of the organization’s documents. The Administrator shall report to the Board of Directors (the board members acting as a body), which maintains the ultimate direction of management. The organization’s staff shall be familiar with this Policy, shall act in accordance therewith, and shall assist the Administrator, as requested, in implementing it. The responsibility of volunteers with respect to this Policy shall be to produce specifically identified documents upon request of management, if the volunteer still retains such documents. In that regard, after each project in which a volunteer has been involved, or each term which the volunteer has served, it shall be the responsibility of the Administrator to confirm whatever types of documents the volunteer retained and to request any such documents which the Administrator feels will be necessary for retention by the organization (not by the volunteer). Outsiders may include vendors or other service providers. Depending upon the sensitivity of the documents involved with the particular

outsider relationship, the organization, through the Administrator, shall share this Policy with the outsider, requesting compliance. In particular instances, the Administrator may require that the contract with the outsider specify the particular responsibilities of the outsider with respect to this Policy.

**3. Suspension of Document Destruction; Compliance.** The organization becomes subject to a duty to preserve (or halt the destruction of) documents once litigation, an audit or a government investigation is reasonably anticipated. Further, federal law imposes criminal liability (with fines and/or imprisonment for not more than 20 years) upon whomever “knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States ... or in relation to or contemplation of any such matter or case.” Therefore, if the Administrator becomes aware that litigation, a governmental audit or a government investigation has been instituted, or is reasonably anticipated or contemplated, the Administrator shall immediately order a halt to all document destruction under this Policy, communicating the order to all affected constituencies in writing. The Administrator may thereafter amend or rescind the order only after conferring with legal counsel. If any board member or staff member becomes aware that litigation, a governmental audit or a government investigation has been instituted, or is reasonably anticipated or contemplated, with respect to the organization, and they are not sure whether the Administrator is aware of it, they shall make the Administrator aware of it. Failure to comply with this Policy, including, particularly, disobeying any destruction halt order, could result in possible civil or criminal sanctions. In addition, for staff, it could lead to disciplinary action including possible termination.

**4. Electronic Documents; Document Integrity.** Documents in electronic format shall be maintained just as hard copy or paper documents are, in accordance with the Document Retention Schedule. Due to the fact that the integrity of electronic documents, whether with respect to the ease of alteration or deletion, or otherwise, may come into question, the Administrator shall attempt to establish standards for document integrity, including guidelines for handling electronic files, backup procedures, archiving of documents, and regular checkups of the reliability of the system; provided, that such standards shall only be implemented to the extent that they are reasonably attainable considering the resources and other priorities of the organization.

**5. Privacy.** It shall be the responsibility of the Administrator, after consultation with counsel, to determine how privacy laws will apply to the organization’s documents from and with respect to employees and other constituencies; to establish reasonable procedures for compliance with such privacy laws; and to allow for their audit and review on a regular basis.

**6. Emergency Planning.** Documents shall be stored in a safe and accessible manner. Documents which are necessary for the continued operation of the organization in the case of an emergency shall be regularly duplicated or backed up and maintained in an off-site location. The Administrator shall develop reasonable procedures for document retention in the case of an emergency.

**7. Document Creation and Generation.** The Administrator shall discuss with staff the ways in which documents are created or generated. With respect to each employee or organizational function, the Administrator shall attempt to determine whether documents are created which can be easily segregated from others, so that, when it comes time to destroy (or retain) those documents, they can be easily culled from the others for disposition.

**8. Document Retention Schedule.**

<u>Document Type</u>	<u>Retention Period</u>
<b>Accounting and Finance</b>	
Accounts Payable	7 years
Accounts Receivable	7 years
Annual Financial Statements and Audit Reports	Permanent
Bank Statements, Reconciliations & Deposit Slips	7 years
Canceled Checks – routine	7 years
Canceled Checks – special, such as loan repayment	Permanent
Credit Card Receipts	3 years
Employee/Business Expense Reports/Documents	7 years
General Ledger	Permanent
Interim Financial Statements	7 years
<b>Contributions/Gifts/Grants</b>	
Contribution Records	Permanent
Documents Evidencing Terms of Gifts	Permanent
Grant Records	7 yrs after end of grant period
<b>Corporate and Exemption</b>	
Articles of Incorporation and Amendments	Permanent
Bylaws and Amendments	Permanent
Minute Books, including Board & Committee Minutes	Permanent
Annual Reports to Attorney General & Secretary of State	Permanent
Other Corporate Filings	Permanent
IRS Exemption Application (Form 1023 or 1024)	Permanent
IRS Exemption Determination Letter	Permanent
State Exemption Application (if applicable)	Permanent
State Exemption Determination Letter (if applicable)	Permanent
Licenses and Permits	Permanent
Employer Identification (EIN) Designation	Permanent

**Correspondence and Internal Memoranda**

Hard copy correspondence and internal memoranda relating to a particular document otherwise addressed in this Schedule should be retained for the same period as the document to which they relate.

Hard copy correspondence and internal memoranda

relating to routine matters with no lasting significance	Two years
Correspondence and internal memoranda important to the organization or having lasting significance	Permanent, subject to review

**Electronic Mail (E-mail) to or from the organization**

Electronic mail (e-mails) relating to a particular document otherwise addressed in this Schedule should be retained for the same period as the document to which they relate, but may be retained in hard copy form with the document to which they relate.

E-mails considered important to the organization or of lasting significance should be printed and stored in a central repository .	Permanent, subject to review
E-mails not included in either of the above categories	12 months

**Electronically Stored Documents**

Electronically stored documents (e.g., in pdf, text or other electronic format) comprising or relating to a particular document otherwise addressed in this Schedule should be retained for the same period as the document which they comprise or to which they relate, but may be retained in hard copy form (unless the electronic aspect is of significance).

Electronically stored documents considered important to the organization or of lasting significance should be printed and stored in a central repository (unless the electronic aspect is of significance).	Permanent, subject to review
Electronically stored documents not included in either of the above categories	Two years

**Employment, Personnel and Pension**

Personnel Records	10 yrs after employment ends
Employee contracts	10 yrs after termination
Retirement and pension records	Permanent

**Insurance**

Property, D&O, Workers' Compensation and General Liability Insurance Policies	Permanent
Insurance Claims Records	Permanent

**Legal and Contracts**

Contracts, related correspondence and other supporting documentation	10 yrs after termination
Legal correspondence	Permanent

**Management and Miscellaneous**

Strategic Plans	7 years after expiration
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Disaster Recovery Plan  
Policies and Procedures Manual

7 years after replacement  
Current version with revision  
history

**Property – Real, Personal and Intellectual**

Property deeds and purchase/sale agreements  
Property Tax  
Real Property Leases  
Personal Property Leases  
Trademarks, Copyrights and Patents

Permanent  
Permanent  
Permanent  
10 years after termination  
Permanent

**Tax**

Tax exemption documents & correspondence  
IRS Rulings  
Annual information returns – federal & state  
Tax returns

Permanent  
Permanent  
Permanent  
Permanent

## **XXV. Establishing/Discontinuing an Accreditation Scheme Policy**

When developing and/or extending an accreditation scheme, ICAC shall consider the following:

1. the feasibility of launching or extending an accreditation scheme ;
2. an analysis of present competence and resources ;
3. accessing and employing expertise during the process ;
4. the need for application or guidance documents ;
5. the training of accreditation personnel ;
6. implementation or transition arrangements ;
7. the views of all interested parties.

When discontinuing an accreditation scheme, ICAC shall consider the following :

1. the views of all interested parties ;
2. contractual duties ;
3. transition arrangements ;
4. external communication regarding the discontinuation ;
5. modifications to published documents/ information.



## **Non Disclosure Agreement / Confidentiality and Conflict of Interest Agreement**

In my role as a volunteer or staff member, I have been entrusted with certain information regarding the operations and membership of ICAC (International Certification Accreditation Council). ICAC is committed to protecting the confidentiality of our customers, personnel and business data entrusted to its care. With this in mind, I agree and acknowledge the following:

### **Confidential and Proprietary Information:**

For purposes of this Agreement, “Confidential Information” means all information and materials, in whatever form, whether tangible or intangible, disclosed by ICAC or any of its authorized representatives to Volunteers, or to which Volunteers otherwise gain access as a result of volunteering for ICAC. All proprietary information of ICAC that is not known generally to the public is considered Confidential Information.

Without limiting the generality of the foregoing, the following are deemed Confidential Information:

- Ideas for research and development;
- Information submitted in the investigation of complaints or involving ethics cases;
- Computer records and software (including software that is proprietary to third parties);
- Any other information which ICAC must keep confidential as a result of obligations to third parties;
- Information regarding the administration of components of the certification programs;
- Exam-related technologies and components;
- Item content, characteristics, development or other aspects of the examinations and their development, maintenance and administration;
- Identities of Certificants, candidates, customers, suppliers, or third party contractors, including without limitation any media, advertising, or public relations firms;
- The ICAC’s e-mail distribution list(s);
- Human resources data and information about employees, contractors and other volunteers;
- Cost and other financial data;
- Any other information to which a volunteer may have access while involved in ICAC’s activities.

### **Non-Disclosure**

I agree not to, without prior written consent from ICAC, divulge any Confidential Information to third parties or copy documents containing any Confidential Information. In no event shall I use Confidential Information in a manner that is in any way detrimental to ICAC.

I also agree to maintain the confidentiality of all Confidential Information and not misuse, misappropriate, or disclose in writing, orally or by electronic means, any Confidential Information, directly or indirectly, to any other person or use them in any way, either during the term of this Agreement or at any other time thereafter, except as is required in the course of service to ICAC.

I acknowledge and agrees that all Confidential Information and similar items whether maintained in hard copy, electronically or on-line relating to ICAC's business shall remain exclusively the property of ICAC and shall only be used by myself for the purpose(s) permitted by the ICAC.



**Conflict of Interest**

I shall avoid personal and professional conflicts of interest in all matters pertaining to ICAC's programs. Conflicting interests may include but are not limited to such areas as financial, personal relationships, and/or professional relationships.

If a situation arises where it is unclear as to whether a conflict of interest exists, I shall discuss the issue with the President of ICAC.

**Remedies**

Violation of this Agreement will be grounds for termination of service with ICAC. In the case of a volunteer, a Committee Chair plus any two members of the Board of Directors may elect to remove a volunteer at any time. In cases where a staff member is involved of violating this agreement, ICAC's personnel policies shall determine the discipline or termination process.

The provisions of this Agreement and Volunteer's obligations hereunder shall survive any expiration, termination, or rescission of this Agreement and remain even after Volunteer's relationship with ICAC ends. Except as provided herein, I am prohibited from disclosing or using any Confidential Information in all circumstances, including but not limited to subsequent engagements or employment with third parties.

This Agreement shall be binding upon myself and my personal representatives and successors in interest, and shall inure to the benefit of ICAC, its successors and assigns.

I acknowledge that a violation of the terms of this Agreement may cause damage and harm to ICAC and that any such damage or harm will be difficult if not impossible to calculate in monetary terms and will be irreparable to ICAC. I agree that, upon notice from ICAC declaring a breach of this Agreement, I shall immediately cease all further activities which are, or are claimed by ICAC to be, a breach of this Agreement. ICAC may also avail itself of any other remedies available by law.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Full Name - Printed)



## Accreditation Agreement

\_\_\_\_\_ agrees during the application process and period during which accreditation is granted by ICAC:

- 1) to commit to fulfill continually the requirements for accreditation for the scope for which the accreditation is granted and commit to provide evidence of fulfillment upon request. This includes adapting to any changes in the requirements for accreditation that ICAC may institute.
- 2) to cooperate, as is necessary, to enable ICAC to verify that the certifying body has fulfilled the requirements for accreditation.
- 3) to provide access to ICAC personnel any facilities, equipment, information, documents and records as necessary to verify fulfillment of requirements of accreditation.
- 4) to arrange the witnessing of conformity assessment activities when requested by ICAC.
- 5) to assist in arranging, where applicable, contact with certification holders and/or applicants, that allow access to ICAC teams to assess the conformity assessment body's performance when carrying out their certification activities.
- 6) to claim accreditation only with respect to the scope for which it has been granted.
- 7) to commit to follow ICAC's policy for the use of the accreditation symbol.
- 8) not to use its accreditation in such a manner as to bring ICAC into disrepute.
- 9) to inform ICAC, without delay, of significant changes relevant to its certification program(s), such as changes to its legal, commercial, ownership or organizational status; changes in top management and/or key personnel; significant changes in resources or location; changes in the scope of certification; and/or any other matters that can affect the ability of the certification body to fulfill the requirements of certification..
- 10) to pay all fees as determined by ICAC.
- 11) to assist in the investigation and resolution of any accreditation-related complaints about the certification body referred to it by ICAC.

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(date)

ICAC will inform the certification body, without delay, of significant changes relevant to its accreditation, such as changes to its legal, commercial, ownership or organizational status; changes in top management and/or key personnel; significant changes in resources or location; changes in the scope of accreditation; and/or any other matters that can affect the ability of ICAC to fulfill the requirements of accreditation

\_\_\_\_\_  
(signed for ICAC)

\_\_\_\_\_  
(date)