

Parties to the agreement

This agreement is between IOAS of
122 1/2 Broadway N Ste 100 #45853, Fargo, ND 58102-5082, USA
hereinafter referred to as IOAS, and

Enter full name of CB
Of place and country
hereinafter referred to as "the certification body".

Preamble

The certification body has entered into a contract with IOAS to provide assessment of competence (accreditation or surveillance contract) against norms specified in that contract. The contract obliges the parties to agree by separate arrangement on a process of arbitration. This document constitutes that agreement. In concluding this contract, the signatories agree to the measures herein for both existing and future agreements that include mention of arbitration. In the case of the Canada Surveillance contract (where applicable), the arbitration scope is limited to disputes regarding money or administrative functions.

The parties do hereby agree:

1 Agreed Arbitration Process

1.1 Any dispute, controversy or claim arising out of or relating to the above mentioned contract, or the breach thereof, shall be settled by arbitration administered according to the rules of the American Arbitration Association in accordance with its International Arbitration Rules (except as agreed hereunder) but the arbitration shall not be administered by the AAA. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The International Arbitration Rules may be referred to at www.adr.org and form part of this agreement.

1.2 The arbitration shall be the sole recourse for dispute, controversy or claim arising out of or relating to the contract and no redress shall be sought through other courts.

1.3 The place of arbitration shall be as mutually agreed held remotely by electronic means or by default in North Dakota, USA.

1.4 The language of the arbitration shall be English.

1.5 There shall be one arbitrator who shall have knowledge and experience of the certification industry. If the parties cannot mutually agree on an arbitrator, each party shall appoint an independent selector, and the two selectors shall choose the arbitrator. The arbitrator shall include in the award how the arbitrator's fees and expenses will be allocated between the parties.

2 Limitations

2.1 This agreement relates only to those matters regulated in the above mentioned contract(s) and any annexes to the contract.



2.2 Recourse shall not be made to the arbitration process until such time as IOAS appeals procedure has been exhausted.

3 Remedies

3.1 Awards in an arbitration initiated under this agreement may include an injunction or direction to any party.

3.2 The arbitrators shall have no authority to award punitive damages not measured by the prevailing party's actual damages, except as may be required by statute.

3.3 In no event shall a monetary award in an arbitration initiated under this agreement exceed \$10,000, except as may be required by statute.

4 Governing law

4.1 This agreement shall be governed by and interpreted in accordance with the law of the accreditation contract, being the law of the State of North Dakota, USA.

5 Duration of Agreement

5.1 The agreement comes into force on the day the second signature is affixed.

5.2 The parties may by mutual consent amend or dissolve this agreement at any time.

On behalf of IOAS

Name David Crucefix
Position Executive Director
Place United States
Signature:

Date:

On behalf of Enter full name of CB

Name:
Position:
Place:
Signature:
Date: