



**STANDARD CERTIFICATION
AGREEMENT BETWEEN
NABH-QCI AND
HEALTHCARE ORGANIZATION/
HOSPITAL**



Note: This agreement is to be printed on a Stamp Paper of Rs. 50/-

Standard Certification Agreement Between NABH-QCI and Healthcare Organization/Hospital

This **AGREEMENT** is made on this day of by and between

The National Accreditation Board for Hospitals and Healthcare Providers, established by Quality Council of India, New Delhi legally represented by Chief Executive Officer (name), hereinafter referred to as "the NABH" (which expression shall where ever the context so requires or admits be deemed to mean and include its successor and assigns)

And

The [name organization] established in[place], legally represented by[name], hereafter referred to as 'Hospital/Healthcare Organization (which expression shall where ever the context so requires or admits be deemed to mean and include its successor and assigns)

The undersigned hereafter jointly referred to as 'the parties' and individually referred to as 'the party'.

This Agreement will be effective for a period from(date of certification) to(date of expiry of certification) with the option of renewal for further period of.....years at on payment of prescribed annual and certification fees with the then existing rate as applicable at that time on such terms and conditions as mutually agreed upon. The premise and the application or documents constitute an integral and essential part of the present Agreement.

By THESE PRESENTS it is hereby agreed as follows: -

1. The NABH has the goal of contributing to the assurance and improvement of the quality of care in Healthcare Organization / Hospital.
2. From the nature of the activities, a durable relationship is required between the NABH and the Healthcare Organization / Hospital, characterized by integrity, trust and carefulness.
3. The Healthcare Organization / Hospital proposes to participate in the NABH certification programme.

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4. The parties therefore wish to establish the most important rights and obligations in this agreement, which is standard for all Healthcare Organization / Hospital that enter into a compatible relationship with the NABH. The contents of this agreement are also valid as the basis for the obligations in the context of the certification which have been established in other ways.
 5. The NABH shall examine the assessment report. The report is taken to the certification committees. Depending on the score and compliance to the standard, NABH would decide the award of certification or otherwise.
 6. With the present Agreement NABH confirms, following the successful outcome of the assessment activities performed, the granting of certification to the Healthcare organization / Hospital for the scheme which are mentioned in the certification which may be undertaken by the certified locations of the healthcare organization /Hospital.
 7. The Healthcare Organization/Hospital shall be identified by the certification number (certification no.) which also identifies the present Agreement.
 8. The certification is granted under the conditions of the present Agreement as well as those of the documents.
 9. The initial validity period for certification of Healthcare Organization/Hospital shall be 2 years' subject to the terms and conditions of the certification and this agreement and its counterparts.

THE PARTIES HAVE THEREFORE AGREED TO THE FOLLOWING: -

1. Participation in the certification programme:

- 1.1 As of[date of certification] the Healthcare Organization / Hospital will participate in the NABH certification programme by moving appropriate application and payment of relevant application fees.
- 1.2 The NABH will ensure that the procedure and method which has been established for a Healthcare organization/ Hospital and which is known about in advance at the request of the organization is periodically assessed for its conformity with standards established by the NABH for comparable Healthcare Organization / Hospital, which are known in advance and are published. The activities in relation to this will herein after be indicated with the terms 'Certification process'.

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- 1.3 The NABH will decide to grant the Healthcare Organization / Hospital certification status for a specific period of time. It should be evident that the Healthcare Organization / Hospital has met the standards in a follow-up assessment then only the NABH shall decide to continue this certification status. There may be conditions attached to the certification status, as elsewhere expressed in the description of the relevant certification procedure.
 - 1.4 The Healthcare Organization / Hospital shall give the NABH all the cooperation and provides information which is, in all reasonableness, necessary for carrying out the certification process, in particular for the formation of judgment about whether the Healthcare Organization / Hospital meets the requirements set by the NABH.
 - 1.5 The Healthcare Organization / Hospital furthermore meets the obligations in or pursuant to this agreement. By signing this agreement, the Healthcare Organization / Hospital declares itself to agree with the contents of other conditions like the regulation on complaints and appeals, verification, surveillance, surprise assessments and other assessment as notified from time to time.
 - 1.6 By signing the Agreement, the Healthcare Organization/Hospital takes cognizance of and accepts all the requirements of the obligation contained in the applicable documents. The Healthcare Organization/Hospital accepts and acknowledges that the certification is granted under the conditions of the present Agreement as well as those of documents. The Healthcare Organization declares that all the communications made or data/document submitted by it corresponds to truth.

2. The mutual obligations in the certification process:

- 2.1 For each certification cycle, the NABH designates a contact person who will serve as central contact person from NABH with the Healthcare Organization / Hospital.
- 2.2 The NABH carries out the certification process with the help of qualified assessors.
- 2.3 For each certification process for each Healthcare Organization / Hospital, the NABH nominates an assessment team. The composition of the team is submitted to the Healthcare Organization / Hospital, before it has been definitely appointed. In case in the event if Healthcare Organization / Hospital object to one or more members of the assessment team, it can submit a substantiated objection to the NABH Secretariat prior to the assessment then it would be the sole discretion of NABH Secretariat to consider this objection or not.

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- 2.4 The NABH will not nominate assessors who had been involved in the activities of the Healthcare Organization / Hospital preceding the commencement of the certification cycle, as elsewhere expressed in the regulation on assessors, during the implementation of the certification process. Further the persons nominated by NABH process or who participated in certification process shall strive for Impartiality, Confidentiality and Integrity.
- 2.5 The Healthcare Organization / Hospital designate a contact person (Accreditation Coordinator) for each certification cycle.
- 2.6 The Healthcare Organization / Hospital provides the NABH with all the information, arranges for the cooperation of all members of staff, offers documents for assessment – within the limits of legal regulations – and gives the NABH access to all the areas in the Healthcare Organization / Hospital, in so far as they are, in all reasonableness, needed for being able to carry out the certification process well, in particular to enable the NABH to arrive at a judgment about whether the Healthcare Organization / Hospital meets the set requirements for certification purpose. The Healthcare Organization / Hospital shall also provide all the information unasked, which they in all reasonableness understand to be important for the decision-making process of the NABH about the certification status.
- 2.7 The Healthcare Organization / Hospital makes facilities available to the NABH assessment team, in so far they are in all reasonableness needed for being able to carry out the certification process well.
- 2.8 The Healthcare Organization / Hospital makes sure that the NABH, in its judgment, has taken all the facts into account which they are aware of and which, in all reasonableness, they understand to be important for the NABH arriving at a good formation of judgment about granting or continuing the certification status.
- For this purpose, in submitting a self-assessment report, the Healthcare Organization / Hospital shall also submit a declaration in which they guarantee the accuracy and completeness of the information which the NABH uses in its judgment.
- 2.9 The Healthcare Organization / Hospital shall be provided with a copy of designated part(s) of the Assessment Report after the NABH assessment is over. Regarding this, the NABH reserves the right and shall have sole discretion to include the contents of this report in research and / or studies while maintaining the anonymity of the hospital.
- 2.10 If and as long as the Healthcare Organization / Hospital is not granted certification status, and if and as long as the certification status is not continued, the Healthcare Organization / Hospital is not permitted to communicate or create the impression that they have been granted certification status.

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3. Certification status:

- 3.1 The certification status shall be granted for a specific period each time. This certification status may be subject to conditions, as elsewhere expressed in the relevant certification procedure.
- 3.2 For each specific period, the Healthcare Organization / Hospital receives a certificate from the NABH which states the certification status of the Healthcare Organization / Hospital and declares what it specifically refers to.
- 3.3 The NABH sets up the certification process in such a way that the Healthcare Organization / Hospital, should meet the requirements set by the NABH, can enjoy a continuous certification status subject to terms and conditions set for certification process from time to time.
- 3.4 The Healthcare Organization / Hospital has the right to announce the certification status in all its communications. In relation to this, it will refrain from suggesting more or other than what is referred to in the declaration on the certificate. The Healthcare Organization / Hospital may use the NABH Certification Mark according to the guidelines which are published on the website of the NABH, using the format as provided by the NABH.
- 3.5 When, during the terms of validity of the certification status, facts or circumstances occur or facts or circumstances become known which the Healthcare Organization / Hospital in all reasonableness understands to be important for the judgment of the NABH about the certification status or the conditions attached to it, the Healthcare Organization / Hospital will report them to the NABH as quickly as possible and at most within 15 days, in writing.
- 3.6 The NABH mandates the Healthcare organization/Hospital to submit the Key Performance Indicators (KPI) as per the procedure laid down by the NABH.
- 3.7 The NABH reserves the right to conduct the surprise assessment of a certified HCO as per the **NABH Policy and Procedure for Surprise Visit to an Accredited Hospital.**
- 3.8 The NABH may decide to defer the certification status on the grounds as stated in **NABH Policies and Procedures for dealing with adverse and other decisions.**

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4. Publicity and Confidentiality:

- 4.1 The Board of the NABH establishes the publication policy in relation to the certification status and the certification process for Healthcare Organization / Hospital affiliated with the NABH and ensures that notification of this is made on the website of the NABH.
- 4.2 With due regard to the publication policy, the NABH will observe confidentiality about all the knowledge gained about the Healthcare Organization / Hospital in the context of the certification process. This is in relation to all information which is not legally accessible for the public or third parties.
- 4.3 The NABH shall archive information about the Healthcare Organization / Hospital in a reliable manner which is not accessible for unauthorized persons and should the case arise, ensure that it is adequately destroyed.
- 4.4 The parties shall adopt all necessary measures to ensure that all information and/or technical knowledge exchanged regarding the fulfillment or termination of the Agreement, acquired during the performance of activities pertaining to this agreement remain strictly confidential and shall not be communicated to third party.
- 4.5 The parties shall ensure that their employees, collaborators, agents, managers and other appointees will maintain absolute confidentiality about the information, knowledge, data etc. exchanged between the parties.
- 4.6 The Healthcare Organization/Hospital shall respect NABH's policy with respect to use of the certification mark, certificate, symbol etc. and publicizing certification only concerning the certification scope in question.
- 4.7 The commitments to confidentiality under the present Agreement shall remain valid for the parties also after termination, in whatever way this may occur of the present Agreement.

5. Finances:

- 5.1 The Healthcare Organization / Hospital remunerates the NABH with an application and annual certification fees as per their certification cycle. Both are based on the list of fees established by the Board of the NABH to the extent that they are applicable on the basis of the category classification of the Healthcare Organization/ Hospital and based on the desired certifications. Non-payment of fees by the Healthcare organization may result in adverse decision being taken by the NABH regarding their certification status.

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- 5.2 If there is a considerable change in the size or function of the Healthcare Organization / Hospital (for example, in the case that there is a change in the number of locations and/or sort of care provision), and it would be the discretion of NABH to reclassify the Healthcare Organization / Hospital in another category.
 - 5.3 In the event of or if the agreement is terminated for whatever reason, then the obligations which were already due on part of Healthcare Organization / Hospital should be met and there is no right to restitution for payments which have already been made on account of this agreement.
 - 5.4 The Healthcare Organization / Hospital agrees to pay all costs and charges / expenses and stamp duty, if any, for registering this Agreement.
 - 5.5 The Healthcare organization shall ensure the timely payment of its fees or dues to the NABH. NABH shall have the right to adjust fees unilaterally.

6. Liability:

- 6.1 NABH is not liable for damage the Healthcare Organization / Hospital undergoes if any, by participating in the certification, Healthcare Organization / Hospital, through the NABH granting, continuing or deferring the certification status or not and through on the part of the NABH continuing or terminating this agreement.
- 6.2 The Healthcare Organization / Hospital safeguards the NABH from all agreements with third parties which stem from the participation of the Healthcare Organization / Hospital in the certification programme and the decisions which the NABH takes in this context.
- 6.3 The assessment and judgment of NABH DO NOT exclude incidents with regard to the quality of healthcare. For any adverse events/ incidents occurring in Healthcare Organization / Hospital, NABH shall not bear any responsibility in whatsoever manner.
- 6.4 NABH is not liable for any damages in the healthcare organization which can might incur / occur during the assessment process unless in the case of deliberate intent or gross negligence on the part of persons designated by NABH.
- 6.5 NABH is not liable for any damages the Healthcare Organization / Hospital might incur because of participating in the certification program, or by any decision of NABH regarding the awarding or not awarding of certification status or the temporary or indefinite suspension of certification status or the discontinuation on the side of NABH of the Certification Agreement.

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6.6 NABH is NOT a licensing body. NABH work is mainly to operate accreditation, certification and allied programs in collaboration with stakeholders merely focusing on patient safety and quality of healthcare based upon National / International Standards, through process of self (internal survey) and external evaluation.

6.7 Healthcare Organization/Hospital shall remain exclusively responsible concerning the NABH for any damages and indemnify from any responsibilities, complaint or claim for damages in case of failure to meet obligations or acting beyond authority and acting in violation of the NABH Policy and rules.

6.8 The Healthcare organization / hospital shall be solely being under an obligation/responsible for the compliances of all the applicable statutory requirements/laws of land at all times.

7. Duration and Termination of Agreement:

7.1 The Agreement shall be effective from the date of grant of certification and shall continue to operate till the validity period of 2 years for certification programmes, unless terminated or enunciated in accordance with the termination clause.

7.2 The NABH shall have the right to terminate the agreement, if there is a serious breach and failure on the part of HCO to respect any requirement or any of the obligations assigned to it. The NABH shall have the right to claim damage. NABH in its sole discretion may terminate the agreement, if it comes to NABH 's attention that:

7.2.1 If the Healthcare Organization / Hospital fails to meet one or more of its obligations of this agreement.

7.2.2 If there are facts which demonstrate that Healthcare Organization/Hospital has not behaved with competence.

7.2.3 If the Healthcare Organization/Hospital found involved in fraudulent activities and breach the terms and conditions of the Agreement and its activity is contrary to the scope of certification.

7.2.4 If there are substantial variations in Healthcare Organization/Hospital set up, ownership, management such as to constitute non-fulfillment of certification requirements.

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- 7.2.5 There is an objective situation which would have prevented the signing of the agreement by the NABH, and if the unethical and illegal practices adopted by the Healthcare organization emerged/surfaced subsequently.
- 7.2.6 If facts, circumstances or behavior demonstrate such act of Healthcare Organization / Hospital whereby the NABH in all reasonableness cannot be expected to continue with the agreement.
- 7.2.7 The Agreement may be determined at any time by either party by giving either of them three-month notice in writing, provided, however, if the Healthcare Organization / Hospital fails, and / or neglects to take proper care of patients to the reasonable satisfaction of NABH or does any act jeopardizing health, safety of patient then NABH shall determine / terminate Agreement irrespective of the service of any notice upon Healthcare Organization / Hospital.
- 7.3 Parties accept that the present Agreement is annulled with immediate effect, in the following circumstances: a) cessation of activities by Healthcare Organization/Hospital b) non-payment of fees/charges by the Healthcare organization/Hospital c) variation in scheme by the Healthcare Organization/Hospital and no formal request for such modification is made to the NABH and no modified certificate has been obtained from NABH.
- 7.4 In the case where NABH terminates the agreement, the Healthcare Organization/ Hospital is not permitted to communicate or give the impression that it has certification status as of the day upon which the NABH terminated the agreement.
- 7.5 The Healthcare Organization/Hospital may withdraw from the present contractual agreement at any moment following the due compliance before its expiry natural or renewed by means of written communication to NABH.
- 7.5.1 In case of withdrawal, the Healthcare Organization shall a) inform the NABH in writing of its intention to withdraw, b) stop immediately use of NABH Certificate, logo, symbol, mark etc. c) Surrender certification certificate to the NABH, d) No longer declare that it is NABH accredited/certified.
- 7.5.2 Withdrawal or renunciation of certification does not mean cessation of contractual obligations with NABH, NABH may resort to legal remedy for enforceable recovery or damages arising out of such withdrawal or renunciation.

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7.6 For circumstances which are not provided in this agreement, the decision of Board of the NABH shall be considered final.

7.7 NABH has the right to make known using appropriate channel or modalities the act of termination, withdrawal or renunciation of the Agreement.

8. Dispute Resolution:

8.1 The Complaint with respect to implementation of the certification process, publication of information about the Healthcare Organization / Hospital or any other aspect of functioning of NABH, shall be lodged to the NABH who shall deal with the said complaint in accordance with the NABH policy set forth in this regard. **Policy and Procedures for Handling Complaints.**

8.2 Except where otherwise provided for in the Agreement, all questions and disputes arising between the Parties pertaining to or directly or indirectly connected with this Agreement shall in the first instance be attempted to be resolved amicably by referring/submitting the same to the 'Sole Conciliator' who shall be an official of such rank as decided by the NABH. In case the parties reach an agreement during the conciliation proceeding, the Conciliator shall make the settlement agreement and give an authenticated copy thereof to each of the Parties (the "Settlement Agreement"). The Settlement Agreement shall be final and binding on the Parties. The Settlement Agreement shall have the same status and effect as arbitration award. The cost of conciliation shall be borne by both the Parties equally.

8.3 Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure under Clause 8.4

8.4 If the efforts to resolve all or any of the disputes through amicably resolution fails, then such disputes or differences, whatsoever arising between the parties shall be referred to the Sole Arbitrator to be appointed by NABH/QCI. The parties mutually agree and confirm that the arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitrator shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of Arbitrator from either party. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. The cost inter-alia include the fees of arbitrator shall be borne by the respective parties equally. The Arbitration proceeding shall be held at New Delhi/Delhi and the arbitration proceedings shall be conducted in English.

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8.5 This Agreement shall be governed by the laws of India and where recourse to a Court is to be made in respect of any matter, the court at Delhi / New Delhi shall have the exclusive jurisdiction to try any dispute arising out of or in respect of the Agreement between the parties.

IN WITNESS WHEREOF the parties hereto have executed these presents on the (day), (month) and (year) first above-written.

On behalf of the NABH

On behalf of [*name organisation*]

Witness 1

Witness 1

Witness 2

Witness 2

**NATIONAL ACCREDITATION BOARD FOR HOSPITALS
& HEALTHCARE PROVIDERS (NABH)**

Quality Council of India

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