

# **STRUCTURE FOR THE MANAGEMENT AND OPERATION OF IAF DATABASE, LLC**

## **Issue 4, Version 2**

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# Structure for the Management and Operation of IAF Database, LLC

## 1. PREAMBLE

This document sets forth the structure for the management and operation of IAF Database, LLC (the "Company"), a limited liability company formed under Delaware law by the International Accreditation Forum, Inc. ("IAF"), effective as of 09 November 2017. IAF is the sole member and owner of the Company, as specified in the Memorandum of Organization and Operating Agreement of IAF Database, LLC, as signed by the Chair of IAF on 29 November 2017.

## 2. BACKGROUND

The Company was formed for the sole purpose of overseeing the development, implementation and operation of a global database of management systems certifications issued by certification bodies accredited by accreditation bodies that are members of IAF.

## 3. STRUCTURE

3.1 Management by the DMC. The Company is managed by a Database Management Committee (the "DMC") that reports to the IAF Board of Directors.

3.2 Membership of the DMC. The DMC shall be comprised of at least eight individuals appointed by the IAF Board of Directors with at least six of the individuals representing the Accreditation Body Members of IAF with one from each Regional Accreditation Group and at least two of the individuals representing the Association Members of IAF (see the IAF Bylaws regarding Accreditation Body and Association Members).

3.3 Chair of the DMC. The Chair of the DMC shall be appointed by the IAF Board of Directors from one of the individuals representing the Accreditation Body Members of IAF.

3.4 Vice Chair of the DMC. The Vice Chair of the DMC shall be appointed by the Chair of the DMC from among the other members of the DMC.

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3.5 Status of DMC Members. Appointment to the DMC is as a non-paid volunteer and shall not of itself create any employment or contract rights, and travel or other costs will not be reimbursed.

3.6 Nominations. As needed, the IAF Secretary will seek nominations of individuals from among IAF members to serve on the DMC.

3.7 Appointment. At each annual meeting of the IAF Board of Directors, the Chair, Vice Chair and other members of the DMC will be appointed for the following one-year period.

3.8 Indemnification of DMC Members.

- (a) In carrying out their duties hereunder, the Chair, Vice Chair and other members of the DMC shall not be liable to the Company nor to any member of the Company for their good faith actions, or failure to act, nor for any errors of judgment, nor for any act or omission believed in good faith to be within the scope of authority conferred by this document, but shall be liable for fraud and willful misconduct in the performance for their duties under this document.
- (b) Subject to the limitations of the Delaware Limited Liability Company Act and the following provisions of this Section 3.8, the Company shall indemnify, defend, save and hold harmless the Chair, Vice Chair and other members of the DMC from and against third party claims arising as a result of any act or omission of any such individual believed in good faith to be within the scope of authority conferred in accordance with this document (a "Proceeding"), except for fraud or willful misconduct. In all cases, indemnification shall be provided only out of and to the extent of the net assets of the Company, including without limitation any insurance proceeds, and no member of the Company shall have any personal liability whatsoever on account thereof. Notwithstanding the foregoing, the Company's indemnification of the Chair, Vice Chair and other members of the DMC as to third party claims shall be only with respect to such loss, liability or damage that is not otherwise compensated by insurance carried for the benefit of the Company. Notwithstanding the foregoing, nothing in this Section shall limit the Company from exercising its rights hereunder with respect to any Chair, Vice Chair and other member of the DMC.
- (c) The right to indemnification conferred in this Section 3.8 shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by an individual of the type entitled to be indemnified under subsection (b) above who was, is or threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition

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of the proceeding and without any determination as to the such individual's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such individual in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such individual of his/her good faith belief that he/she has met the standard of conduct necessary for indemnification under this Section 3.8 and a written undertaking, by or on behalf of such individual, to repay all amounts so advanced if it is ultimately determined that such indemnified individual is not entitled to be indemnified under this Section 3.8 or otherwise.

#### **4. QUORUM**

The presence (whether in person or by electronic means) at a meeting of the DMC of at least six of the members shall constitute a quorum.

#### **5. VOTING**

The DMC shall seek to make all decisions by consensus. If a vote is necessary, the votes of the majority (more than 50%) of voting Members participating at a meeting at which a quorum is participating shall determine the decision.

#### **6. TERMS OF REFERENCE OF THE DMC**

In pursuance of the objective of the Company to develop, implement and maintain a global database of management systems certificates issued by certification bodies accredited by accreditation bodies that are members of IAF, the DMC will, subject to the directions of the IAF Board:

- i) Ensure that the database is developed, implemented and operated consistent with the Principles to Be Achieved with an IAF Database of Accredited MS Certifications (the Principles) as approved by IAF members (Annex 1 refers).
  - a. The DMC shall review the Principles at least once annually and if a change is desired, to seek approval by the IAF Board to ballot the proposed change to all IAF Members.
- ii) Contract with a provider for the development, implementation and ongoing maintenance of the database.
  - a. If there is a need to change providers, the DMC shall develop a tender process for selecting a new provider.

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- iii) Oversee the provider for the database and confirm the database is developed and maintained in accordance with the Principles.
  - iv) If there will be a need to assess any fees to any body (e.g. any accreditation body, certification body, certified company or any user to access data), the DMC will develop the proposal for approval by the IAF Board and subsequent endorsement by the IAF General Assembly.

## **7. SUBORDINATE GROUPS OF THE DMC**

The DMC may establish Subordinate Groups as it is seen necessary. The DMC shall oversee the work of its Subordinate Groups.

## **8. RESPONSIBILITY AND AUTHORITY OF THE CHAIR OF THE DMC**

The Chair of the DMC shall preside at all meetings of the DMC, and shall have and perform such duties as from time to time may be assigned by the IAF Board of Directors. The Chair of the DMC shall execute contracts on behalf of the IAF Database, LLC. The Chair of the DMC shall report annually, in writing or in person, to the IAF Board of Directors and to the IAF General Assembly.

## **9. RESPONSIBILITY AND AUTHORITY OF THE VICE CHAIR OF THE DMC**

In the absence for any reason of the Chair of the DMC, at a duly called meeting of the DMC, the Vice Chair shall preside at that meeting.

## **10. REMOVAL**

The Chair, Vice Chair or any member of the DMC may be removed by the IAF Board of Directors whenever in its judgement the best interests of the Company will be served thereby.

## **11. AMENDMENT**

This document may be amended from time to time by the IAF Board of Directors.

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## ANNEX 1

### Principles to be achieved with an IAF Database of Accredited MS Certifications<sup>1</sup>

1. The purpose of IAF CertSearch is to provide accurate data on accredited management systems (MS) certifications issued by a certification body (CB) accredited by an IAF MLA signatory accreditation body (AB) under main scope ISO/IEC 17021-1.
2. IAF CertSearch will need to include accurate data on IAF MLA signatory ABs under main scope ISO/IEC 17021-1 and the MS standards and schemes (including national, sector schemes, etc.) for which they provide accreditation, (even if not within sub-scopes of the IAF MLA under main scope ISO/IEC 17021-1), for the purpose of confirming that a CB is accredited by an IAF member that is an MLA signatory AB under main scope ISO/IEC 17021-1.
  - a. Where an existing MS national or sector scheme has a database/register for online verification, IAF CertSearch will provide a digital connection, where appropriate, to allow the exchange of verification requests and to avoid duplication of data connections or upload by ABs or CBs in parallel systems.
3. IAF CertSearch will need to include accurate data on each CB accredited by each IAF MLA signatory AB under main scope ISO/IEC 17021-1, and the scope(s) of accreditation, for the purpose of confirming accredited certifications eligible to be included in IAF CertSearch.
4. Must be self-funding, through revenue generated from analytical services and verification services, with the principle of being not-for-profit. Revenues from these services should be shared with the IT Service Provider, contracted by the IAF Board, for the development, delivery, and maintenance of IAF CertSearch. The share of revenue retained by IAF shall be used solely for the management and governance of IAF CertSearch and for promoting accredited MS certification.
5. CBs responsible to provide and maintain correct certification data.
6. ABs responsible to provide and maintain correct accreditation data.
7. IAF responsible to provide and maintain correct membership data.

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<sup>1</sup> Approved by IAF Members on 03 August 2022.

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8. To electronically link to CB, AB and other databases (of MS certifications), where possible, for automatically uploading data into the IAF CertSearch.
  9. Establish governance and operational structure that includes IAF, AB, CB and user members and that is not dependent on the IAF Secretariat.
  10. The information accessible to users of the IAF CertSearch should address as many languages as possible.
  11. AB Participation: Participation is to be mandatory for IAF MLA signatory ABs under main scope ISO/IEC 17021-1 to identify accredited CBs and to identify the MS standards and schemes (including national, sector schemes, etc.) for which they provide accreditation (even if not within sub-scopes of the IAF MLA under main scope ISO/IEC 17021-1).
    - a. AB Justification for exclusion: If, for any exceptional case (e.g. local/national regulatory or government requirements, data privacy or security laws, absence of a mandate to do so (if a government agency), other)) an AB is not able to provide this information, the AB concerned shall submit a written justification to IAF.
  12. CB Participation: Participation is to be mandatory for CBs for all standards and schemes within the scope of the IAF CertSearch Principles to support consistent application of ISO/IEC 17021-1 Clause 8.1.2 c (requested certification information). CBs shall participate through an IAF-supported interface either by uploading certification data to IAF CertSearch (e.g., via manual, file upload, FTP or IAF API) or choose to integrate their database(s) with IAF CertSearch to facilitate on-demand (certification) requests. If the CB chooses the on-demand process; the CB must also supply aggregate analytical data (e.g., via API connection provided by CB).
    - a. IAF CertSearch will have a 12-month application period (from the issue of mandatory requirements) for existing CBs, or from the initial accreditation of a CB by an IAF MLA AB signatory.
    - b. CB Justification for exclusion: If for any exceptional cases (e.g. local/national regulatory or government requirements, data privacy or security laws, absence of a mandate to do so (if a government agency)) a CB is not able to participate, the CB shall submit a written justification to their relevant AB(s). In addition, the CB shall provide quarterly, aggregated analytical data to IAF CertSearch including the number of certifications for each normative document, scope and geographical location, to support aggregated analytics for all CBs and ABs.
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13. Data is to be limited to information necessary to confirm that an accredited certification has been issued by a CB accredited by an IAF MLA signatory accreditation body under main scope ISO/IEC 17021-1. Data is to be limited to confirming the current status of a given certification and the name, related normative document, scope of certification and geographical location.
- a. For the avoidance of doubt, confidential verification information should be marked as such by a CB and will not be publicly displayed on IAF CertSearch upon a public request for verification of a specified confidential certified client (e.g. certified client with an undisclosed location due to security). In this situation, the contact information of the relevant CB will be presented.
14. All user pays services and activities of IAF CertSearch must be consistent with the principle of not selling certification data and be priced to recover costs for service provision (in line with Principle 4). In addition, services shall be compliant with relevant privacy laws, through a contractual agreement with CBs and ABs and other relevant parties. Analytical Services shall be free of charge for participant ABs and participant CBs. Verification Services shall be free of charge for participant ABs and supporting scheme owners, regulators, and government bodies.
15. IAF CertSearch will need to have controls necessary to prevent or limit unauthorized data mining (to prevent competitive poaching) as well as other security measures to ensure data integrity and protect against unauthorized access to, and use of, the data.

*End of Structure for the Management and Operation of IAF Database, LLC*

**Further Information:**

For further information on this document or other IAF Database documents, contact the IAF Secretary.

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