



**AGREEMENT FOR
OBTAINING NABH
ACCREDITATION
CERTIFICATION
AGREEMENT BETWEEN
NABH-QCI AND
HEALTHCARE ORGANIZATION/
HOSPITAL**

E- agreement

**The provision of this document shall be applicable to all the Accreditation/
Certification/ Empanelment programs of NABH**

Name of HCO:

NABH Reference ID/Application Number:

This 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 hereinafter referred to as "the NABH" (which expression shall wherever the context so requires or admits be deemed to mean and include its successor and assigns)

And

The[name of organization] established in..... [place], legally represented by[name of **owner of the hospital**], 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'.

Authorized Signatory (HCO)

Authorized Signatory (NABH)

Name of HCO

NABH Reference ID/Application No

THE PARTIES HAVE THEREFORE AGREED TO THE FOLLOWING: -

1. Participation in the accreditation/certification programme:

- 1.1 As of[**date of application** the Healthcare Organization / Hospital shall participate in the NABH accreditation/**certification** programme by moving appropriate application and payment of relevant application fees.
- 1.2 The Healthcare Organization/Hospital shall be identified by the **reference number/certification number** which also identifies the present Agreement.
- 1.3 The NABH will ensure that the assessment procedure and method that 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 hereinafter be indicated with the terms 'Accreditation process' /**certification process**.
- 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 accreditation process, /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 assessments 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 accreditation/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.

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2. The mutual obligations in the accreditation /certification process:

- 2.1 The NABH carries out the accreditation /certification process with the help of qualified assessors.
- 2.2 For each accreditation /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, It would be the sole discretion of NABH Secretariat to consider this objection or not.
- 2.3 The NABH will not nominate assessors who had been involved in the activities of the Healthcare Organization / Hospital preceding the commencement of the accreditation/certification cycle, as elsewhere expressed in the regulation on assessors, during the implementation of the accreditation process. Further the persons nominated by NABH process or who participated in accreditation/certification process shall strive for Impartiality, Confidentiality and Integrity.
- 2.4 The Healthcare Organization / Hospital designate a contact person (Accreditation Coordinator) for each accreditation/certification cycle.
- 2.5 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 accreditation process well, in particular to enable the NABH to arrive at a judgment about whether the Healthcare Organization / Hospital meets the set requirements for accreditation/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 accreditation/certification status.
- 2.6 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 accreditation/certification process well.
- 2.7 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.
- 2.8 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 scope of services), and it would be the discretion of NABH to reclassify the Healthcare Organization / Hospital in another category.
- 2.9 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.

- 2.10 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 the accreditation/certification status.
- 2.11 The HCO/hospital is required to provide a declaration ensuring the precision and entirety of the information utilized by NABH for their assessment.
- 2.12 The Healthcare Organization / Hospital shall be provided with the Assessment Report after the NABH assessment is completed. 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.
- 2.13 The Healthcare organization/Hospital shall ensure the timely payment of its fees or dues to the NABH. NABH shall have the right to adjust fees unilaterally.
- 2.14 The healthcare organizations are accountable for ensuring the authenticity and accuracy of all documents submitted to NABH by them/on their behalf. NABH has zero-tolerance policy towards tampering, forgery, falsification of documents, and unethical practices in the accreditation and certification processes. Any form of data (mandatory/ optional) submitted by the hospital, including but not limited to, statutory licenses, staff lists, images of hospital infrastructure, prescribed forms and formats, or any documents etc. if found to be falsified, misrepresented, tampered, or forged, may result in one or more of the following actions:
- Closure of the application for accreditation/certification.
 - Immediate withdrawal of existing accreditation/certification.
 - Debarring the organization from reapplying under any NABH program for a minimum period of five years.
 - Initiation of legal proceedings as deemed necessary by NABH.
- To maintain transparency and accountability, NABH reserves the right to publish the names of defaulter organizations on its website.
- 2.15 If and as long as the Healthcare Organization / Hospital is not granted accreditation status/**certification status** and if and as long as the accreditation/**certification** status is not continued, the Healthcare Organization / Hospital is not permitted to communicate or create the impression that they have been granted accreditation/**certification** status.

Authorized Signatory (HCO)

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3. Liability:

- 3.1 NABH is not liable for damage the Healthcare Organization / Hospital undergoes if any, by participating in the accreditation/certification process.
- 3.2 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 accreditation/certification programme and the decisions which the NABH takes in this context.
- 3.3 For any adverse events/ incidents occurring in Healthcare Organization / Hospital, NABH shall not bear any responsibility in whatsoever manner.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

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4. Duration and Termination of Agreement:

- 4.1 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:
- 4.1.1 If the Healthcare Organization / Hospital fails to meet one or more of its obligations of this agreement.
 - 4.1.2 If there are facts which demonstrate that Healthcare Organization/Hospital has not behaved with competence.
 - 4.1.3 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 accreditation/certification.
 - 4.1.4 If there are substantial variations in Healthcare Organization/Hospital set up, ownership, management such as to constitute non-fulfillment of accreditation/certification requirements.
 - 4.1.5 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.
 - 4.1.6 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.
 - 4.1.7 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.
- 4.2 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 d) Any incident as mentioned in clause 2.14 above.
- 4.3 For circumstances which are not provided in this agreement, the decision of Board of the NABH shall be considered final.
- 4.4 NABH has the right to make known using appropriate channel or modalities the act of termination, withdrawal or renunciation of the Agreement.

Authorized Signatory (HCO)

Authorized Signatory (NABH)

Name of HCO

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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

Authorized Signatory (HCO)

Authorized Signatory (NABH)

Name of HCO

NABH Reference ID/ Application No:

**NATIONAL ACCREDITATION BOARD FOR HOSPITALS
& HEALTHCARE PROVIDERS (NABH)
Quality Council of India**

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