

# **TERMS AND CONDITIONS FOR ACCREDITATION**

## **Revision 1**

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## 1.0 GENERAL

Accreditation Body is a body established in accordance with Laws and Regulations as the national accreditation body for laboratories, certification bodies, inspection bodies, training institutes and persons.

## 2.0 SCOPE

- 2.0 This document is applicable to all applicants and accredited organizations of AB accreditation schemes and all AB personnel. Participation in the schemes is voluntary. All participants shall adhere strictly to the AB terms and conditions at all times.
- 2.1 These terms and conditions should be read in conjunction with the other accreditation criteria documents as listed below:
- (a) ISO/IEC 17025 – General requirements for the competence of testing and calibration laboratories;
  - (b) ISO 15189 - Medical Laboratories – Particulars and requirements for quality and competence;
  - (c) ISO/IEC 17043 – General requirements for proficiency testing.
  - (d) ISO/IEC 17020 – General criteria for the operation of various types of bodies performing inspection
  - (e) ISO/IEC 17021- General criteria for the operation of various types of bodies performing management system certification
  - (f) ISO/IEC 17065 - Conformity assessment — Requirements for bodies certifying products, processes and services
  - (g) ISO/IEC 17024 - Conformity Assessment – General requirements for bodies operating certification of persons
  - (h) ISO 17034 - Conformity Assessment - General requirements for bodies providing reference materials, and
  - (i) Other additional rules or specific requirements that may be issued / endorsed as AB requirements relating to specific testing, measurement and quality assurance activities in calibration / testing/ medical laboratories.

## 3.0 OBLIGATIONS OF THE ACCREDITED ORGANIZATIONS

3.1 Accredited organizations shall comply with the following conditions:

- (a) Offer to all customers a standard of service consistent with the AB terms and conditions and maintain impartiality and integrity in all operations;
- (b) Immediately notify AB, where applicable, on any of the following:
  - i) any change in its legal, commercial, ownership or organizational status;
  - ii) any changes in organization, top management and key personnel e.g. key managerial staff, management representative and approved signatories;
  - iii) planned change of critical test equipment and premises, where the accredited organization

- has the responsibility to inform AB at least 3 months in advance. In the case of relocation of the CAB, the accreditation will be inoperative once the relocation begins and will be re-instated when competency has been verified on a case by case basis;
- iv) any lawsuit or criminal investigation of the accredited organization or its staff;
  - v) any significant changes in main policies; and
  - vi) any other matters that may affect the ability of the accredited organization to fulfill requirements for accreditation.
- (c) Accredited CABs may use the AB Accreditation Symbol complying with terms and conditions for use of AB Accreditation Symbol described in clause 14 of this document.
  - (d) Not use the accreditation status in such a manner as to bring AB into disrepute and not make any statement related to the which AB may consider misleading or unauthorized;
  - (e) Provide full cooperation and access to the premises and all relevant documentation during assessments and any other time if necessary. This shall include access to supporting documentation and records and access to personnel.
  - (f) Make prompt payment to AB of all the necessary fees levied by AB;
  - (g) Upon the withdrawal of accreditation, immediately discontinue its use of reference to accreditation and withdraw all advertising materials which contain any reference to accreditation;
  - (h) Ensure that no claims are made to imply that a certificate of accreditation results in the product or service to be approved by AB; and
  - (i) Not represent or hold it out as being the agent or partner of AB or make any representations on behalf of AB.

## **4.0 CONFIDENTIALITY**

- 4.1 All information provided by any applicants in relation to preliminary enquiries or to an application for accreditation and all information obtained in the course of, or in connection with, an assessment of an accredited organization shall be completely confidential. AB staff, Technical Committee members, Accreditation Committee members and assessors undertake to always observe the duty of confidentiality provided. This clause shall not apply to information in the public domain and information in the possession of AB prior to submission by the applicant.
- 4.2 AB shall not disclose confidential information about a particular accredited organization without written consent of the accredited organization, except where the law requires such information to be disclosed without such consent.

## **5.0 CONFLICTS**

- 5.1 All AB Committees and assessment teams considered having commercial, financial or other pressures or conflicts of interest that might cause them to act in other than an impartial or non-discriminatory manner shall not be involved in the assessment and evaluation of an applicant / accredited organization.
- 5.2 An applicant / accredited organization shall liaise with the AB office on all matters relating to the application, grant, withdrawal or suspension of accreditation, and shall not communicate directly with any of the committee members and assessors on such matters.

## **6.0 COMPLAINTS**

- 6.1 Any complaints should be made in writing to the Head, AB and such complaints should bear the name, designation, company and signature of the sender. See Feedback Procedure.
- 6.2 All written complaint shall include objective evidence to support the complaint.
- 6.3 All written complaints received are duly acknowledged and the sender will be informed of the outcome.

## **7.0 APPEALS**

- 7.1 Appeals may be submitted to the Chair of the Appeals Committee, National Standards Council with respect to accreditation decisions made by AB, or published AB policies. A CAB may submit an appeal of a decision rendered with respect to a decision regarding a dispute or an accreditation decision within 90 calendar days of receiving notice of the decision with payment of applicable fee. A participant CAB shall be entitled to submit an appeal regarding a published AB policy at any time. See Disputes and Appeals Procedure.

## **8.0 SIGNIFICANCE OF ACCREDITATION**

- 8.1 Accreditation should not be regarded as in any way diminishing the normal contractual responsibilities between the accredited organization and its customers. While accreditation is an indication of the integrity and competence of the accredited organization, it does not constitute a guarantee by the AB of the competence of the accredited organization in any particular case.
- 8.2 AB is in no way responsible for the financial arrangements and transactions between an accredited organization and its customers.

## **9.0 LIMITATION OF LIABILITY**

- 9.1 AB shall not be liable to the accredited organization for any losses, damages or expenses including injury to reputation suffered by the accredited organization and/or third parties, arising directly or indirectly from the accreditation of the accredited organization, use of the AB accreditation marks, assessment activities carried out on the accredited organization by AB, its representatives, employees and/or agents or AB's exercise or performance of its rights, powers, duties or obligations under these Terms and Conditions.
- 9.2 Without prejudice to clause 9.1, in the event that AB is found liable for any losses, damages or expenses howsoever caused, whether by operation of law or otherwise, the maximum amount of AB's liability shall be limited to the fees paid by the accredited organization for the period of the accreditation cycle. The accredited organization agrees that under no circumstances shall AB be liable for any special, indirect, incidental or consequential loss, damage or expense, however caused including without limitation any loss of profits or prospective profits.

## **10.0 INDEMNITY**

- 10.1 The accredited organization agrees and shall indemnify AB fully against all losses, damages and expenses suffered by AB including but not limited to legal costs on a full indemnity basis and all claims by any third parties against AB, arising directly or indirectly from the accreditation of the accredited organization, use of the AB accreditation marks, assessment activities carried out on the accredited organization by AB, its representatives, employees and/or agents or AB's exercise or performance of its rights, powers, duties or obligations under these Terms and Conditions.

## 11.0 APPLICABLE LAW

11.1 This terms and conditions shall be construed in accordance with and governed by the Laws of the State and the parties hereby agree to submit to the exclusive jurisdiction of State Courts.

## 12.0 FEE

12.1 The fees for accreditation shall be prescribed by the board and the board may change the fees from time to time.

12.2 All fees paid by an applicant / accredited organization are non refundable.

## 13.0 TAXES

13.1 An applicant / accredited organization agrees to indemnify and pay AB all taxes, levies, and duties including, but not limited to, value added tax or withholding tax which the AB may be liable to pay as a result of providing the services to the applicant / accredited organization.

## 14.0 CONDITIONS FOR USE OF AB ACCREDITATION SYMBOL

### 14.1 General

14.1.1 Reference to AB accreditation status made by accredited organization using AB accreditation marks shall indicate with the Certificate Number issued to the accredited organization. The accreditation marks must be reproduced in the official colours of AB ([cite colours here](#)).

14.1.2 The AB accreditation mark may be uniformly enlarged or reduced, but shall not be less than 15mm in height.

### 14.2 Use of Symbol or Reference to Accreditation in Publicity and Other Materials by Accredited Organizations

14.2.1. An accredited organization may use the AB accreditation mark on publicity and other stationery materials such as brochures, letterhead paper, quotations and vehicles. However, the use of the AB accreditation mark or any reference to AB accreditation in advertising and promotional publications shall be vetted and pre-approved by AB.

14.2.2. The accredited organization shall:

- (a) only claim that it is accredited in respect to those activities which are covered under its scope of accreditation;
- (b) only use the AB accreditation mark for premises covered by accreditation;
- (c) not make any statement or indication regarding its accreditation that AB may consider misleading or unauthorized;
- (d) make clear indication of accredited test/inspection in the report or certificate, noting those which are not accredited by AB (see 14.3.5 below). There may be an instance where the CAB is accredited by more than one ILAC-Signatory AB and it is up to the CAB to ensure it meets the requirements of the other AB.
- (e) not allow the fact of its accreditation to be used to imply that a product, process, system or person is approved by AB; and
- (f) not use the AB accreditation mark on any test/inspection items, products or literature, or in a way that may be interpreted as denoting product conformity, or permit its certified organizations to do so.

- 14.2.3. An accredited organization shall upon suspension or voluntary withdrawal of AB accreditation immediately ceased to issue any certificates, inspection, calibration or test reports, quotations or calibration labels displaying the AB accreditation mark or containing references to AB accreditation.
- 14.2.4. An accredited organization shall upon withdrawal of AB accreditation, immediately cease distribution of all items on which the AB accreditation mark or any reference to AB accreditation are displayed, and shall ensure discontinued use or distribution of these items

### **14.3 Reference to Accreditation Status by Accredited Calibration and Testing Laboratories, Use of AB Accreditation Symbol on Inspection, Calibration and Test Reports**

- 14.3.1. An accredited organization may use AB endorsement on reports that deal solely with activities covered under the terms of accreditation.
- 14.3.2. The endorsement shall be made by the use of the AB accreditation mark and it shall include the Certificate Number issued to the accredited organization and the following statement:

For laboratories:

*"The results reported herein have been performed in accordance with the laboratory's terms of accreditation within the AB Laboratory Accreditation Program"*

- 14.3.3. All AB endorsed reports from accredited laboratories and inspection bodies shall:
- (a) be signed by the signatory (ies) approved for the calibrations or tests in the report;
  - (b) bear a statement governing the conditions for reproduction, ie. the reports shall not be reproduced except in full, unless the management representative of the accredited inspection body / laboratory has given approval in writing;
  - (c) comply with the requirements specified in ISO/IEC 17025 or ISO 15189;
- 14.3.4. The accredited organization may issue a AB endorsed report that includes results of activities subcontracted to another accredited organization provided that:
- (a) the terms of accreditation of the subcontractor include the activities subcontracted to it;
  - (b) a AB endorsed report has been issued by the subcontractor; and
  - (c) the subcontractor's report is identified in the AB endorsed report issued by the accredited organization.
- 14.3.5. All accredited organizations are encouraged to issue AB endorsed report. However, in particular circumstances, AB may permit an accredited organization to include results not covered by its terms of accreditation in a AB endorsed report. For such cases, approval from AB shall be obtained, and such reports shall have the following disclaimer:
- "Calibrations/Tests marked "Not AB Accredited" in this Report are not included in the AB Accreditation Schedule for our inspection body / laboratory."*
- The above disclaimer shall be on the front cover or first page of each report or wherever the mark or reference to accreditation occurs.
- 14.3.6. For an accredited laboratory, a AB endorsed report can contain an expression of expert opinion and interpretation provided it is confined to the following: (a) an opinion on the statement of compliance/non-compliance of the results with requirements; and (b) a fulfillment

of quantitative contractual requirements. Any expression of expert opinion or interpretation statements outside (a) and (b) shall be provided in a separate unendorsed document.

- 14.3.7. When a batch or consignment is sampled in accordance with the laboratory's terms of accreditation; the accredited laboratory may use the AB endorsement on a report which extends the results on the sample to the batch or consignment from which the sample was taken.

#### **14.4 Use of AB Accreditation Symbol on Calibration Labels**

- 14.4.1 A calibration laboratory accredited by AB should, wherever practical, use a label with a AB accreditation mark, but subject to the following conditions:

- (a) The label shall be of a design approved by AB;
- (b) The label shall be used only on a measuring instrument for which a AB endorsed calibration certificate or report has been issued;
- (c) The label shall be used only when the laboratory has been accredited for all the calibrations performed on a measuring instrument;
- (d) The label shall relate only to the calibration carried out on the date given on the label;
- (e) The label shall not imply compliance with a specification, approval of quality or permanence of calibration;
- (g) On recalibration of the instrument the previous label shall be removed and replaced by a new label relating to the latest calibration; and
- (h) There shall be adequate safeguards for storage, control and use of the labels.

#### **15.0 RETURN OF AB CERTIFICATE AND SCOPE**

- 15.1 Should the lab be unable to maintain its accreditation for any reason, and either voluntarily terminates its accreditation or its accreditation is withdrawn by AB, the lab must return to the AB, the certificate of accreditation and the scope of accreditation.

#### **16.0 FAILURE TO COMPLY**

- 16.1 Any failure to comply with all of the provisions contained in these Terms and Conditions of Laboratory Accreditation is deemed a Breach of them.
- 16.2 Any Breach of the Terms and Conditions of Laboratory Accreditation is cause for AB to undertake suspension or withdrawal of accreditation.