



SRI LANKA ACCREDITATION BOARD
for CONFORMITY ASSESSMENT

TERMS & CONDITIONS
for **MAINTAINING ACCREDITATION**
of **INSPECTION BODY**



ACCREDITATION SCHEME FOR INSPECTION BODIES

Terms & Conditions for maintaining accreditation of inspection body

We the undersigned, on behalf the inspection body (*herein after referred to as IB*)

(Name of Inspection Body)

understand the Rules & Procedures (IB-RG(P)-02 and other relevant SLAB Policies and procedures referred in IB-RG(P) -02 and other relevant requirements of the Accreditation Scheme for Inspection Bodies and agree to fulfill and abide by the following terms and conditions adopted and implemented by the Sri Lanka Accreditation Board for Conformity Assessment (SLAB) for maintaining accreditation for Inspection bodies as given below.

(This document shall be signed by the Chief Executive or his Authorized Representative and submitted to SLAB in duplicate along with the application form. SLAB will return a copy after grant of accreditation by endorsing it. In case of changes, SLAB will make sure that the current document is signed by the Inspection Body always.)

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Agreement

1. The Inspection body and its all sites/locations covered under the accreditation shall carry out its inspection activities in such a way as to meet the requirements implemented by the inspection body itself and or adopted by the regulatory authorities in Sri Lanka and requirements of ISO/ IEC 17020: 2012 and which ever is applicable and relevant to SLAB specific criteria and Rules & Procedures for Inspection Bodies (IB-RG(P)-02).
2. The accreditation shall be initially granted after a successful initial assessment for a period of three years unless otherwise decided by the SLAB and thereafter shall be subject to office and on-site annual surveillance activities. These on-site surveillances shall be conducted before the completion of each year for two years counting from the date of grant of accreditation.
3. Before the expiry of the validity period, the accreditation granted shall be renewed by a re-assessment, for which the Inspection body shall apply three months before the expiry of accreditation. Thereafter SLAB shall conduct re-assessment in every three years and annual surveillances.
4. In addition to planned surveillances, depending on the behavior of the inspection body or in response to complaints with regard to violation of rules and procedures of SLAB for accreditation, unannounced assessment or other surveillance activities may be arranged. The Inspection body shall assist in the investigation and resolution of any accreditation-related complaints about the inspection body referred to it by the SLAB.
5. When requested, the inspection body shall afford accommodation and co-operation to enable the SLAB to verify fulfillment of requirements for accreditation. These facilities shall be available at all premises where the conformity assessment is supposed to take place.
6. The inspection body shall offer SLAB access to Inspection Body personnel, locations, equipment and all relevant information including documents and records pertaining to accreditation that provide insight into the level of independence and impartiality of the inspection body from its related bodies to all relevant personnel and to all inspection areas to undertake any check to verify inspection capability of the inspection body, and to witness the inspection (on-site) being performed relevant to accreditation.
7. The Inspection body shall provide on request of SLAB, access to SLAB's assessment teams including observers, witnessing assessors and APAC/ILAC/IAF Peer Evaluators or any expert appoint on behalf of SLAB to assess the Inspection body's performance or Performance of SLAB's assessment team.
8. The Inspection body shall have legally enforceable arrangements with their client to access its locations and equipment as relevant that commit the client to provide, on request of Inspection Body, access to accreditation body assessment teams including observers, witnessing assessors and APAC Peer Evaluators and any expert appoint on behalf of SLAB to assess the Inspection body's performance when carrying out inspection activities at its client's site. Inspection body shall be responsible for providing Personnel Protective Equipment (PPE) for assessment team, when required.

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9. The Inspection body shall appoint competent personnel to perform inspections and authorized signatories who are responsible for authenticity and issue of inspection certificates/ reports as per SLAB requirements.

10. On grant of accreditation, the inspection body shall claim accreditation in only those premises, fields/facilities/locations, disciplines, activities for which it has been accredited and as stated in the Certificate and Schedule of accreditation. Only those inspection locations which are covered under the accreditation of SLAB shall be claimed as to be covered by the scope of accreditation. Neither the inspection locations nor the temporary locations shall claim that any of the locations are accredited.

11. The inspection body shall abide by the Policy governing the use of SLAB accreditation symbols (AC-RG (P)-01). The mark shall be used for the purpose of identifying correctly and unambiguously its inspection services accredited by SLAB.

12. The inspection body shall not use inspection certificates / reports nor any part thereof in a misleading manner and not use SLAB accreditation or its accreditation symbol to imply a product, process, system or person is approved by the SLAB or/ and not state SLAB accreditation in a manner as to be considered misleading or unauthorized and bring disrepute to SLAB.

13. The inspection body shall offer the SLAB or its representative cooperation in undertaking any check to verify inspection capability of the inspectors, providing names of all authorized signatories who are responsible for authenticity and issue of inspection certificates /reports, offering access to relevant areas of the inspection body / relevant inspectors for witnessing inspection performed, examination of all relevant documentation and records and interaction with all relevant personnel.

14. Inspection body shall provide information on inspectors and inspections planned within the period of assessment to the SLAB in order to select Inspectors and inspection sites/ activities to be witnessed simultaneously with the particular assessment.

15. The Inspection body shall pay fees within given period for processing of application, fees for assessment, fees for extending scope, expenses towards travel, board & lodging for assessments, and annual accreditation fees as determined from time to time by SLAB. In the event of withdrawal of accreditation, the inspection body settle the due payments if any.

16. The inspection body shall inform SLAB within one month of significant changes which affect the activities and operations of inspection body relevant to accreditation such as in legal, commercial, ownership or organizational status, any suspension or cancellation of registration status by regulatory bodies, organizational structure, top management and key personnel, main policies, resources and premises, scope of accreditation and other such matter that may affect the ability of the inspection body to fulfill requirements of ISO/ IEC 17020.

17. The accredited inspection body shall normally perform inspection which is covered under scope of accreditation by itself. Where an inspection body subcontracts a substantial or critical part of the inspection/measurement/testing, this work shall be assigned only to another competent inspector or accredited inspection body. If there are no accredited laboratories or inspection bodies, Inspection body may obtain services from non- accredited laboratory or inspection body having demonstrated

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competency through evaluation done by the Inspection body as per above standards (ISO/IEC 17025 and 17020).The inspection body shall record and retain details of its investigation of the competence and compliance of its subcontractor and maintain a register of all subcontracted work. The inspection body shall advise its clients at the time of contract review about the intended sub-contracting and inform client’s requirements to the subcontractor and have arrangement to witness subcontracted activities by clients or accreditation body assessment teams.

18. If applicable, the applicant /accredited inspection body shall regularly and satisfactorily participate in the external quality assurance programmes covering its scope of accreditation as per SLAB Policy for participation in External Quality Assurance Activities (AC-RG(P)-02).

19. The accredited inspection body shall respond promptly to the changes initiated by SLAB in its accreditation criteria, policies and procedures and for necessary change the inspection body will be given sufficient notice and time on the opinion of SLAB, as is found to be reasonable, to carry out adjustments in its system.

20. SLAB may at subsequent stage decide to suspend/ reduce the scope of accreditation, granted initially, if significant deficiency/ies is/are observed during surveillance activity or re-assessment in the inspection body management system or technical competence, which is likely to adversely influence the result of inspection or the inspection body is unable to complete corrective actions within agreed/ stipulated time of the surveillance/ re-assessment.

21. SLAB may suspend or withdraw accreditation of an accredited inspection body, on one or more of the following grounds and notify to the Inspection body in writing:

- a. After undergoing a surveillance or re-assessment, inspection body has not taken any corrective action after getting sufficient time and notice from SLAB.
- b. Non-payment of accreditation expenses
- c. Non-cooperation with SLAB.
- d. Refusal to allow examination of documents and records by SLAB & its assessors.
- e. Denial of access to SLAB, its assessment teams and/or Peer evaluators to its inspection activities.
- f. Wrong representation of scope of accreditation.
- g. Misuse of SLAB accreditation symbol/ILAC MRA Mark or its use during suspension or after expiry of accreditation.
- h. Activity bringing disrepute to SLAB.
- i. Result of complaint analysis or any other information which indicates that the inspection body no longer complies with requirements of SLAB.
- j. In the event of compromising impartiality of inspection body’s operations or violation of Rules and Procedures of SLAB
- k. Evidence of fraudulent, or intentionally provides false or conceals information or reporting of facts
- l. Non adherence to Significant changes as mentioned in section 16 of this document

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22. The accredited inspection body upon suspension or withdrawal of its accreditation (however determined) or expiry of validity of accreditation or discontinuation of accreditation scheme shall forthwith discontinue its use of all advertising matter that contain any reference to the accreditation status and return the certificate/s and schedule/s of accreditation to SLAB.

23. Inspection body is required to inform the SLAB, if any of the proposed assessment team member (s) happens to be their Consultant or associated with the inspection in any other capacity, and SLAB shall not appoint these Consultants as assessment team members.

24. SLAB absolves itself of any legal or financial liability arising out of any activity inspected in any of its accredited inspection body involving any accidental or consequential damages to personnel/ equipment/ products at any time. The Inspection body shall obtain sufficient insurance coverage or arrange adequate reserves to cover the liabilities arisen from its inspection activities.

25. The inspection body has the right to complaint on any dissatisfaction with SLAB accreditation process and all personnel involved in the accreditation activities as per procedure for handling complaints (GN-PR(P)-08) or appeal on any adverse decision taken by the SLAB on accreditation and associated activities as per procedure for dealing with appeals (GN-PR(P)-09).

26. All disputes, if any, arising out of SLAB decisions that remain unresolved through mechanism provided by SLAB are subject to the exclusive jurisdiction of the Courts in Sri Lanka and none other.

27. The SLAB publishes the details of scope of accreditation & accreditation status of the accredited Inspection Bodies along with their contact addresses and status of accreditation such as withdrawal of accreditation, suspension of accreditation and termination of accreditation status in SLAB web site.

28. The SLAB protects the confidential nature of the assessment findings unless legally obligated to do so otherwise indicated in the contractual arrangements between SLAB and inspection body. If the Inspection Body provides third parties with access to the assessment report, it shall provide access only to the complete assessment report. Assessors and all other persons who, work for the benefit of the accreditation by the SLAB, shall have access to the Inspection Body's files/information only after they sign and handover confidentiality statement to the particular Inspection Body.

By signing this document, it is implied that the inspection body after accreditation agrees to comply at all times with all Terms and Conditions for Maintaining SLAB accreditation.

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By signing this legally enforceable agreement, it is implied that the Inspection body agrees to comply at all times with all Terms and Conditions for Maintaining SLAB accreditation as prescribed in Rules and Procedures for Inspection bodies (IB-RG(P)-02 and other relevant documents as referred in IB-RG(P)-02 and any other regulatory requirement, if any.

Signature of Chief Executive or his/her Authorized Representative:

Name, Designation & Inspection Body:

Date of Receipt of Accredited Certificate:

Date & Place:

Seal of the Inspection Body, if any

Signature of Director/CEO, SLAB

Name

Date & Place

Date of Receipt of Accredited Certificate _____

Seal of SLAB

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