



**SRI LANKA ACCREDITATION BOARD
for CONFORMITY ASSESSMENT**

TERMS & CONDITIONS
for **MAINTAINING ACCREDITATION of**
PRODUCT CERTIFICATION BODY



ACCREDITATION SCHEME FOR CERTIFICATION BODIES

Terms & Conditions for maintaining accreditation of product certification body

We the undersigned, on behalf the certification body (*herein after referred to as CB*)

(*Name of the certification body*)

understand the Rules and Procedures and Requirements of Accreditation Scheme for Product Certification 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 Certification 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 to this document, SLAB will make sure that the current document is signed by the certification body, always.*)

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Agreement

1. The CB shall carry out its activities in such a way as to meet the requirements of ISO/IEC 17065: 2012 Standard whichever is applicable and relevant to SLAB specific criteria and Rules and Procedures for accreditation of certification bodies (CB-RG(P)-02).
2. The accreditation shall be initially granted after a successful initial assessment for a period of three year unless otherwise decided by SLAB and thereafter shall be subject to on-site annual surveillances. These surveillance activities shall be conducted before the completion of each year for two years counting from the date of grant of accreditation.
3. Before expiry of the validity period, the accreditation granted shall be renewed by a re-assessment, for which the CB shall apply in writing four 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 performance/behavior of the CB or in response to complaints with regard to violation of rules and procedures of SLAB for accreditation, unannounced or other surveillance activities may be arranged. The certification body shall assist in the investigation and resolution of any accreditation-related complaints about the certification body referred to it by the SLAB.
5. When requested, the CB 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. The CB shall arrange witness assessments as informed by SLAB.
6. The CB shall provide on request of SLAB, access to SLAB's assessment teams including observers, witnessing assessors and APAC/IAF Peer Evaluators or any expert appoint on behalf of SLAB to assess the certification body's performance or Performance of SLAB's assessment team.
7. The CB 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 certification body, access to accreditation body assessment teams including observers, witnessing assessors and APAC/IAF Peer Evaluators and any expert appoint on behalf of SLAB to assess the certification body's performance when carrying out certification activities at its client's site. The CB shall be responsible for providing Personnel Protective Equipment (PPE) for assessment team when required.
8. The CB shall appoint competent personnel to perform and evaluate compliance against the ISO/IEC 17065 and SLAB requirements.
9. On grant of accreditation, the CB shall claim accreditation in only for those products and types of certification for which it has been accredited and as stated in the Accreditation Certificate and Schedule. Only those critical locations which are declared to SLAB shall be claimed as to be covered by the schedule of accreditation. The CB shall not issue a non-accredited product certificates in Schedule of accreditation for which they are accredited.

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

11. The CB shall not use the SLAB accreditation symbols in a misleading manner 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 and not state its accreditation in a manner as to be considered misleading or unauthorized and bring disrepute on SLAB.

12. The CB shall ensure that accreditation or the status of accreditation is not used by its clients, or be authorized by its clients for use in any way that SLAB may consider it to be misleading. The CB shall make it clear in all its contracts with clients that the accreditation in no way implies that the product or service is approved by SLAB. The product certification body shall ensure that product conformity mark and any mark / logo / symbol used for management systems are distinct.

13. The CB shall ensure the conformity of product by market survey or other means during the accreditation cycle.

14. The CB shall provide information on certification body audit schedule at the beginning of every year to the SLAB and CB shall arrange witness assessment as informed by SLAB.

15. The CB shall pay fees for processing of application, fees for assessments, fees for extending scope of accreditation expenses towards travel, board & lodging for assessments and annual accreditation fees as determined by SLAB. In the event of withdrawal of accreditation, the CB shall settle the due payment, if any. Any late payments as specified by the SLAB will be subjected to an additional late payment charge as decided by the SLAB.

16. The CB shall inform SLAB within 01 (one) month of significant changes which affect the activities operations of CB 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 premises, scope of accreditation, work procedures and other such matter that may affect the ability of the CB to fulfill requirements of ISO/IEC 17065 .

17. Decision making on Certification shall not be sub contracted or out sourced. The CB shall declare all the sites which it operates and clearly distinguish the critical locations.

18. The accredited CB shall respond promptly to the changes initiated by SLAB in its accreditation criteria, policies and procedures and for necessary change the CB 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.

19. SLAB may suspend or withdraw accreditation of an accredited CB, on one or more of the following grounds informing in writing, with prior written notification.:

- a. After undergoing a surveillance or re-assessment CB has no corrective actions after getting sufficient time and notice from SLAB

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- b. Non-payment of accreditation expenses like assessment or surveillance or re-assessment charges and annual accreditation fees.
- c. Non-cooperation with SLAB.
- d. Refusal to allow examination of documents and records by SLAB & its assessors/experts.
- e. Denial of access to SLAB, its assessment team and/or peer evaluators to the CB activities.
- f. Wrong representation of scope of accreditation.
- g. Misuse of SLAB accreditation symbol IAF/MLA Mark or its use after expiry /suspension of accreditation.
- h. Activity bringing disrepute to SLAB.
- i. Result of complaint analysis or any other information which indicates that the CB no longer complies with requirements of SLAB.
- j. In the event of compromising impartiality of CB's operations or violation of Rules and Procedures of SLAB.
- k. Evidence of fraudulent behaviour, or CB intentionally provides false or conceals information.
- l. Non adherence of Significant changes as mentioned in section 16 of this document.
- m. Refuse to accept a witness assessment as informed by SLAB, where justifications/reasons are not accepted by SLAB

20. The accredited CB 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 certificates of accreditation to SLAB.

21. If the CB has been accredited for more than one product SLAB may at subsequent stage decide to suspend/reduce the scope of accreditation, granted initially, if significant deficiency/ies is/are observed during surveillance or re-assessment in the CB management system or competence, which is likely to adversely influence certification activity or the CB unable to complete corrective actions within agreed/ stipulated time of the surveillance/ re-assessment.

22. CB is required to inform the SLAB, if any of the proposed assessment team members happens to be their Consultant or associated with the CB in any other capacity, and SLAB shall not appoint these Consultants as assessment team members.

23. SLAB absolves itself of any legal or financial liability arising out of CB's or its client activities involving accidental or consequential damage to personnel/ equipment/ products/image at any time. CB shall have arrangements (eg. Insurance, reserves or other means) sufficient to cover liabilities arising from the activities and areas in which it operates.

24. The CB has the right to complaint on any dissatisfaction with SLAB Accreditation Process and personnel involved in the accreditation activities as per Procedure the handling complaints (GN-PR(P)08) or appeal on any adverse decision taken by the SLAB on accreditation and associated activities as per the Appeal handling procedure, GN-PR(P)09.

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25. All disputes, if any, arising out of SLAB decisions that remain unresolved through internal mechanism provided by SLAB are subject to the alternate dispute resolution (Arbitration). If fails can initiate litigation with in the jurisdiction of the Courts in Sri Lanka.

26. The SLAB publishes the details of scope of accreditation & accreditation status of the accredited certification 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.

27. 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 certification body. If the certification Body provides third parties with access to the assessment report, it shall provide access only to the complete assessment report. Assessment team and all other persons who, work for the benefit of the accreditation by the SLAB, shall have access to the certification Body's files/information only after they sign and handover confidentiality statement to the particular certification body.

By signing this document, it is agreed that a CB after accreditation agrees to comply at all times with all Terms and Conditions for Maintaining SLAB accreditation.

Signature of Chief Executive or his/her Authorized Representative:

Name, Designation & CB:

Date & Place:

Seal of the CB, if any

Signature of Director/CEO, SLAB:

Name:

Date & Place:

Date of Receipt of Accredited Certificate:

Seal of SLAB

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