



**SRI LANKA ACCREDITATION BOARD
for CONFORMITY ASSESSMENT**

TERMS & CONDITIONS
for **MAINTAINING ACCREDITATION of**
PROFICIENCY TESTING PROVIDER



ACCREDITATION SCHEME FOR PROFICIENCY TESTING PROVIDERS (PTP)

Terms & Conditions for maintaining accreditation of proficiency testing provider

We the undersigned, on behalf the proficiency testing provider operates proficiency testing schemes
(*herein after referred to as PTP*)

(Name of the PTP)

understand the Rules and Procedures and Requirements of Accreditation scheme for PTPs 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 PTP 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 PTP, always.)

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Agreement

1. The PTP shall carry out its activities in such a way as to meet the requirements implemented by the PTP itself and or adopted by the regulatory authorities in Sri Lanka and requirements of ISO/IEC 17043:2010, ISO 13528:2015 and relevant to SLAB specific criteria and Rules and Procedures for PTP (PT-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 SLAB and thereafter, shall be subject to 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 expiry of the validity period, the accreditation granted shall be renewed by a re-assessment, for which the PTP 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 PTP or in response to complaints with regard to violation of Rules and procedures of SLAB for accreditation, unannounced assessments or other surveillance activities may be arranged. The PTP shall assist in the investigation and resolution of any accreditation-related complaints about the PTP referred to it by the SLAB.
5. When requested, the PTP 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 PTP shall offer SLAB access to PTP personnel, locations, equipment and all relevant information including documents and records pertaining to accreditation that provide insight into the level of competency, independence and impartiality of the PTP from its related bodies, if applicable, to all relevant personnel and to all areas where PTP activities in the scope of accreditation are carried out in order to undertake any check to verify the capability of the PTP, and to witness the activities are being performed relevant to accreditation including subcontracted activities.
7. The PTP 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 PTPs performance of performance of the SLAB's assessment team.
8. The PTP shall have legally enforceable arrangements with their client to access it's locations, and equipment as relevant that commit the client to provide, on request of PTP, access to Accreditation body assessment teams including Observers, Witnessing assessors and APAC/ILAC Peer evaluators, any expert appoint on behalf of SLAB to assess the PTP's performance when carrying out PT activities at client's site. PTP shall be responsible for provide personnel protective equipment (PPE) for assessment team when required.
9. The PTP shall appoint competent personnel to perform PT and authorized signatories who are responsible for authenticity and issue of PTP certificates/reports as per SLAB requirements.
10. On grant of accreditation, the PTP shall claim accreditation in only for the PT Schemes which has been accredited and as stated in the Certificate and Schedule of Accreditation.

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11. The PTP 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 PT activities accredited by SLAB.
12. The PTP shall not use PT Reports or correspondence nor any part thereof in a misleading manner and not use the SLAB accreditation symbols 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 manner and not state its accreditation in a manner as to be considered misleading or unauthorized and bring disrepute on SLAB.
13. The PTP shall offer the SLAB or its representative cooperation in undertaking any check to verify PT Schemes and related records and documents of the PTP, providing names of all authorized signatories who are responsible for authenticity and approval of PT Reports and issue of any statements related to PT rounds/ Schemes covered under the scope of accreditation, offering access to relevant areas of the PTP for witnessing activities of PT schemes are carried out, examination of all relevant documentation and records and interaction with all relevant personnel.
14. The PTP 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, PTP shall settle the due payments if any. Any late payment as specified by the SLAB will subject to an additional late payment charge as decided by the SLAB.
15. The PTP shall inform SLAB within 01 month (one) of significant changes which affect the activities and operations of PTP 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 PTP to fulfill requirements of applicable accreditation criteria indicated in clause 01.
16. The accredited PTP shall normally organize and conduct PT schemes which are covered under scope of accreditation by itself. Where a PTP obtains outsourced testing / measurements services or critical part of its tests/measurements from external laboratories /facilities, this work shall be obtained only from accredited laboratory as per ISO/IEC 17025 or accredited Inspection body ISO/IEC 17020. If there are no accredited laboratories or inspection bodies, PTP may obtain services from non-accredited laboratory or inspection body having demonstrated competency through evaluation done by the PTP as per above standards (ISO/IEC 17025 and 17020). The PTP shall record and retain details of its investigation of the competence and compliance of its external services providers and maintain a register of all external service providers. The PTP shall identify areas which require services of external parties and include into the Proficiency Testing Schemes and inform through PT notifications. The PTP shall have an agreement with its subcontractors to allow accreditation body assessors to witness related areas subcontracted to external parties. PTP shall advise its clients at the time of contract review about the outsourcing and inform PTP's requirements to the service provider and have arrangements to witness outsourced activities by PTP or accreditation body assessment teams.
17. The accredited PTP shall respond promptly to the changes initiated by SLAB in its accreditation criteria, policies and procedures and for necessary change the PTP 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.

18. 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 PTP management system or technical competence, which is likely to adversely influence the PT results is unable to complete corrective actions within agreed/ stipulated time of the surveillance activity/ re-assessment.
19. SLAB may suspend or withdraw accreditation of an accredited PTP, on one or more of the following grounds and inform in writing with prior written notification:
- a. After undergoing a surveillance or re-assessment PTP 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/experts.
 - e. Denial of access to SLAB, its assessment teams and/or peer-evaluators to the areas PT activities carried out including areas where outsourced testing, inspection and calibration activities are conducted
 - f. Wrong representation of scope of accreditation
 - g. Misuse of SLAB accreditation symbol
 - h. Activity bringing disrepute to SLAB
 - i. Result of complaint analysis or any other information which indicates that the PTP no longer complies with requirements of SLAB
 - j. In the event of compromising impartiality of PTP's operations or violation of Rules and Procedures of SLAB (PT-RG(P)-02)
 - k. Evidence of fraudulent behavior or intentionally provides false or conceals information or misleading reports of facts
 - l. Non adherence to significant changes as mentioned in section 15 of this document
20. The accredited PTP 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 accreditation to SLAB.
21. The PTP is required to inform the SLAB in writing with justification, if any of the proposed assessment team happens to be their Consultant or associated with the PTP in any other capacity, and SLAB shall not appoint these Consultants as assessment team members.
22. SLAB absolves itself of any legal or financial liability arising out of any activities involving any accidental or consequential damages to personnel/ equipment/ products at any time. The PTP shall carry out risk analysis and identify potential liabilities and make necessary arrangements (Insurance or reserve) to cover liabilities arisen from its study activities.
23. The PTP has the right to complaint on any dissatisfaction with SLAB accreditation process and all personnel involved in 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).

24. All disputes, if any, arising out of SLAB decisions that remain unresolved through mechanism provided by SLAB are subject to the alternate dispute resolution (Arbitration), if fails can initiate litigation within the jurisdiction of the Courts in Sri Lanka.
25. The PTP shall inform changes to studies cover under scope of accreditation. Such changes are assessed at the next surveillance/ re-assessment.
26. 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.
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 PTP. If the PTP 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 PTP's files/information only after they sign and handover confidentiality statement to the particular PTP.

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

Signature of Chief Executive or his Authorized Representative:

Name, Designation:

Date & Place:

Seal of the Proficiency Testing Provider, if any

Signature of Director/CEO, SLAB

Name

Date & Place

Date of Receipt of Accredited Certificate _____

Seal of SLAB

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