



**SRI LANKA ACCREDITATION BOARD
for CONFORMITY ASSESSMENT**

**TERMS & CONDITIONS
FOR MAINTAINING ACCREDITATION
OF**

- 1. BODIES PROVIDING AUDIT AND CERTIFICATION OF MANAGEMENT SYSTEMS**
- 2. BODIES CERTIFYING PRODUCTS, PROCESSES AND SERVICES**
- 3. BODIES OPERATING CERTIFICATION OF PERSONS**
- 4. VALIDATION & VERIFICATION BODIES**



**ACCREDITATION SCHEME FOR
BODIES PROVIDING AUDIT AND CERTIFICATION OF MANAGEMENT SYSTEMS/
BODIES CERTIFYING PRODUCTS, PROCESSES AND SERVICES/
BODIES OPERATING OF CERTIFICATION OF PERSONS/
VALIDATION & VERIFICATION BODIES**

Terms & Conditions for Maintaining Accreditation

This document shall be applicable for applicant and accredited Conformity Assessment Body (CAB).

We the undersigned, on behalf the

(Name of CAB)

understand the Rules & Procedures and Requirements of the Accreditation Schemes for Bodies providing audit and certification of management systems / Bodies certifying products, processes and services/ Bodies operating of certification of persons / Validation & verification bodies (~~as appropriate~~) 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 as given below.

(This document shall be signed by the Chief Executive or his/ her 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 CAB, always.)

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Agreement

1. The CAB shall carry out its conformity assessment activities in such a way to commit to fulfill continually the requirements of accreditation as of;
(*indicate the version and select the standard as appropriate*)
 - ISO/IEC 17021-1: for bodies providing audit and certification of management systems;
 - ISO/IEC 17065: for bodies certifying products, processes and services;
 - ISO/IEC 17024:for bodies operating of certification of persons;
 - ISO/IEC 17029:for Validation & Verification bodies;

relevant scheme requirements, and specified requirements in relevant Rules & Procedures for Accreditation.
2. The accreditation shall be initially granted after a successful initial assessment, valid for a period of four years unless otherwise decided by SLAB and thereafter shall be subject to a surveillance assessment which shall be initiated at the 18th month 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 CAB shall apply by submitting application documents six months before the date of expiry of accreditation. Thereafter SLAB shall conduct re-assessment in every four years and a surveillance assessment.
4. In addition to planned surveillance, depending on the performance/behavior of the CAB or in response to complaints with regard to violation of Rules and Procedures for accreditation, unannounced or other surveillance activities may be arranged. The CAB shall assist in the investigation and resolution of any accreditation related complaints about the CAB referred to it by the SLAB.
5. The CAB shall offer SLAB assessment teams including observers, witnessing assessors and Peer Evaluators/ Regional Evaluators, access to its related bodies, all relevant personal, equipment, location/sites, information including documents and records pertaining to accreditation that provide insight into the level of competency, independence and impartiality of the CAB to fulfill the relevant requirements for accreditation.
6. The CAB shall have a legally enforceable arrangement with their clients and relevant external providers that commit to provide, on request, access to SLAB assessment teams including observers, witnessing assessors and Peer Evaluators/ Regional Evaluators to assess the CAB's performance when carrying out conformity assessment activities at client's sites or relevant external providers.
7. When requested, the CAB 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 CAB shall arrange witnessing of conformity assessment activities when requested by SLAB. The CAB shall provide Personnel Protective Equipment (PPE) for assessment team, when required.
8. On grant of accreditation, the CAB shall claim accreditation in only those conformity assessment activities for which it has been accredited and as stated in the Certificate and Schedule of Accreditation. Only those critical locations which are declared to SLAB shall be claimed as to be covered by the Schedule of Accreditation.
9. The CAB shall not issue non-accredited certificates/ statements/ opinions in Schedule of Accreditation for which they are accredited.

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10. The CAB 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 conformity assessment services are accredited by SLAB.
11. In case of bodies operating of certification of persons, after granting accreditation the CAB shall re-issue previous unaccredited certification documents and/or make reference to the accreditation status including identification of the SLAB, within one year of the accreditation decision. If there is an exception to the above, the CAB must justify the exception to the SLAB, and if accepted by the SLAB, the certification is still considered accredited.
12. The CAB shall not use certificates/ statements/ opinions or any part thereof in a misleading manner and not use SLAB accreditation or its accreditation symbol to imply a product, process, service, system or person is approved by the SLAB and/or not state SLAB accreditation in a manner as to be considered misleading or unauthorized and bring disrepute to SLAB.
13. The CAB shall ensure that no part of its certificates/ statements/ opinions is used by its clients, or be authorized by its clients for use, for promotional or publicity purposes in any way that SLAB may consider to be misleading.
14. The CAB shall provide information on CAB's audit/ validation/ verification schedule at the beginning of every year to the SLAB.
15. In case of bodies providing audit and certification of management systems, the CAB shall submit Collection of Data to monitor the performance of Accredited Management System Certification Bodies (CS-FM-19) at the beginning of every year as informed by SLAB.
16. In case of bodies certifying products, processes and services, The CAB shall ensure the conformity of product by market survey or other means during the accreditation cycle.
17. Decision making on Certification/ Validation & Verification shall not be sub contracted or out sourced. The CAB shall declare all the sites which it operates and clearly distinguish the critical locations.
18. Bodies providing audit and certification of management systems shall comply with IAF MD 28 for the upload and maintenance of data on IAF Data base.
19. The CAB 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 suspension of accreditation, the CAB shall pay the due payments and the annual accreditation fee. In case of withdrawal of accreditation, the CAB shall settle the due payments, if any and annual accreditation fee until the withdrawal of accreditation. Any late payments as specified by the SLAB will subject to an additional late payment charge as decided by the SLAB.
20. The CAB shall inform SLAB within one month of significant changes which affect the activities operations of CAB 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, locations/sites, scope of accreditation and other such matters that may affect the ability of the CAB to fulfill requirements of applicable accreditation criteria as in indicated in Clause 01.
21. The CAB shall normally perform its conformity assessment activities which is covered under scope of accreditation by itself. Where a CAB obtains services of external providers, those shall be obtained only from accredited CABs. If there are no such CABs, services may be obtained from non-accredited CABs having demonstrated competency through evaluation done by the CAB as per relevant accreditation criteria. The CAB shall record and retain details of its evaluation of the competence and compliance of its external providers. The CAB shall advise its clients at the time of contract review about the intended outsource activities.

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22. The accredited CAB shall respond promptly to the changes initiated by SLAB in its accreditation criteria, policies and procedures and for necessary changes the CAB 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.
23. SLAB may at subsequent stage decide to suspend or reduce the scope of accreditation, granted initially, if significant deficiencies are observed during surveillance assessment/ activities or re-assessment in the CAB management system or technical competence, which is likely to adversely influence the results of the conformity assessment activities or the CAB is unable to complete corrective actions within agreed/ stipulated time of the surveillance assessment/ activities or re-assessment.
24. SLAB may suspend or withdraw accreditation of an accredited CAB, on one or more of the following grounds informing in writing, with prior written notification.
- a. After undergoing a surveillance or re-assessment, CAB has not taken any corrective actions after agreed/ stipulated time and notice from SLAB
 - b. Non-payment of accreditation related expenses
 - c. Non-cooperation with SLAB
 - d. Refusal to allow examination of documents and records by SLAB & its assessment team
 - e. Denial of access to SLAB, its assessment team or peer evaluators/ regional evaluators to its conformity assessment areas
 - f. Wrong representation of scope of accreditation
 - g. Misuse of SLAB accreditation symbol/ IAF MLA 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 CAB no longer complies with requirements of SLAB
 - j. In the event of compromising impartiality of CAB's operations or violation of Rules and Procedures for accreditation of SLAB
 - k. Evidence of fraudulent behavior, or intentionally provides false or conceals information and misleading reporting of facts
 - l. Non adherence to significant changes as mentioned in Sec. 20 of this document
 - m. Refuse to accept a witness assessment as informed by SLAB, where justifications/ reasons are not accepted by SLAB
25. The accredited CAB upon suspension, reduction or withdrawal of its accreditation (however determined), or expiry of validity of accreditation shall forthwith discontinue its use of all advertising matter, public domains and any material that contain any reference to the accreditation status and return the Certificate(s) and Schedule(s) of Accreditation to SLAB.
26. The CAB is required to inform the SLAB in writing with justification, if any of the proposed assessment team members happens to be their Consultant or associated with the CAB in any other capacity, and SLAB shall not appoint these Consultants as assessment team members.
27. 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. CAB shall have arrangements (e.g.: Insurance, reserves or other means) sufficient to cover liabilities arising from the activities and areas in which it operates.

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28. The CAB 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).
29. 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 within the jurisdiction of the Courts in Sri Lanka and none other.
30. The SLAB publishes the details of scope of accreditation & accreditation status of the accredited CABs along with their contact addresses and status of accreditation such as suspension of accreditation, withdrawal of accreditation, and expiry of accreditation status in SLAB web site.
31. 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 the CAB. If the CAB 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 CAB's files/ information only after they sign and handover confidentiality statement to the particular CAB.

By signing this document, it is agreed that the CAB as an applicant and 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, CAB:

Name & Designation:

Date & Place:

Seal of the CAB, if any

Signature of Director/CEO, SLAB:

Name:

Date & Place:

Seal of SLAB:

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