



**SRI LANKA ACCREDITATION BOARD
for CONFORMITY ASSESSMENT**

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



ACCREDITATION SCHEME FOR CERTIFICATION BODIES

TERMS & CONDITIONS FOR MAINTAINING PRODUCT CERTIFICATION BODY ACCREDITATION

We the undersigned, on behalf the Certification Body (*herein after referred to as CB*)

_____ 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, 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 the applicable Standard which ever is applicable and relevant to SLAB criteria.
2. The accreditation shall be initially granted after a successful initial assessment for a period of three years and thereafter shall be subject to on-site annual surveillances. These surveillances shall be conducted before the completion of each year for two years counting from the date of initial assessment.
3. Before expiry of the three year period, the accreditation granted shall be renewed by a re-assessment, for which the CB shall apply 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 behavior of the CB or in response to complaints with regard to violation of rules and procedures of SLAB for accreditation, unannounced or ad hoc on-site or other surveillance activities such as enquiries on aspects of certification, reviewing of promotional material/ website, request to provide documented information e.g., may be arranged.
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 offer SLAB access to all relevant information including documents and records pertaining to accreditation that provide insight into the level of independence and impartiality of the CB from its related bodies, if applicable, to all relevant personnel and to all sites of CB's clients.
7. The CB shall appoint competent personnel to perform and evaluate compliance against the applicable Standard.
8. On grant of accreditation, the CB shall claim accreditation in only those fields / Products and types of certification for which it has been accredited and as stated in the Accreditation Schedule. The Certificates issued by CB shall include the product and types of certification.
9. The CB shall abide by the Policy for use of SLAB accreditation symbols (AC-RG(P)-01) and may use it on its letterheads, Brochures and any other relevant documents issued to its clients. The mark shall be used for the purpose of identifying correctly and unambiguously services accredited by SLAB.
10. The CB shall not use the accreditation symbols in a misleading manner and not state its accreditation in a manner as to be considered misleading or unauthorized and bring disrepute on SLAB.
11. 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. CB may permit its clients to display the symbol of CB on the products in accordance with the procedures. Use of SLAB symbol on products is not permitted. 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.

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12. The CB shall ensure the conformity of product by market survey or other means during the accreditation cycle.
13. The CB shall pay fees for processing of application, fees for assessment; expenses towards travel, board & lodging for assessment, surveillance and re-assessment fees and annual accreditation fees as determined from time to time by SLAB.
14. The CB shall inform SLAB within 01 month of significant changes which affect the activities and operations of CB relevant to accreditation such as in legal, commercial, ownership or organizational status, organizational structure and management, main policies, resources and premises, scope of accreditation, work procedures and other such matter that may affect the ability of the CB to fulfill requirements of applicable Standard.
15. 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.
16. 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. The CB shall inform SLAB when such adjustments have been completed.
17. SLAB may suspend or withdraw accreditation of an accredited CB, on one or more of the following grounds:
- a. On the request of CB itself.
 - b. After undergoing a surveillance or re-assessment CB has not taken any corrective action after getting sufficient time and notice from SLAB.
 - c. Non-payment of accreditation expenses like assessment or surveillance or re-assessment charges and annual accreditation fees.
 - d. Not applied four months before the expiry of accreditation and that SLAB is not able to take a decision for renewal of accreditation.
 - e. Non-cooperation with SLAB.
 - f. Refusal to allow examination of documents and records by SLAB & its assessors.
 - g. Denial of access to SLAB & its assessors to the CB sites or its clients’
 - h. Wrong representation of scope of accreditation.
 - i. Misuse of SLAB Accreditation symbols after expiry of accreditation.
 - j. Violation of accreditation principles that related to impartiality of CB operations.
 - k. Misleading reporting of facts.
 - l. Activity bringing bringing disrepute to SLAB.
 - m. Result of complaint analysis or any other information which indicates that the CB no longer complies with requirements of SLAB.
 - n. Disregarding repetitive and continuous occurrences of nonconformities in Products even though such product could effect on health and safety of consumers.

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18. The accredited CB shall provide its customers with information on the withdrawal of its accreditation. Upon suspension or withdrawal of its accreditation (however determined) or expiry of validity of accreditation, accredited CB 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.

19. If the CB has been accredited for more than one product SLAB may at subsequent stage decide to reduce the scope of accreditation, granted initially, if major non-compliance is 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.

20. The accredited CB can relinquish accreditation by giving three months notice in writing to SLAB.

21. CB is required to inform the SLAB, if any of the proposed assessor(s) happens to be their consultant or associated with the CB in any other capacity, and SLAB shall not appoint these Consultants as assessors.

22. 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.

23. The CB has the right to appeal on any adverse decision taken by the SLAB on accreditation and associated activities and all appeals shall be resolved using the Procedures adopted by the SLAB on that behalf and the decision on the approval of the Council of SLAB shall be the final.

24. 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.

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By signing this document, it is implied 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 Authorized Representative _____

Name, Designation & CB _____

Date & Place _____

Seal of the CB, if any

Signature of Director of SLAB or Authorized Representative _____

Name & Designation _____

Date & Place _____

Date of Receipt of Accredited Certificate _____

Seal of SLAB

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