

TERMS AND CONDITATIONS FOR ACCREDITATION FOR ACCREDITATION OF CB & IB

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TABLE OF CONTENTS

Section	Page
1.0 GENERAL.....	3
2.0 SCOPE.....	3
3.0 OBLIGATIONS FOR THE CONFORMITY ASSESSMENT BODIES	3
4.0 CONFIDENTIALITY.....	4
5.0 CONFLICTS.....	4
6.0 COMPLAINTS.....	5
7.0 APPEALS.....	5
8.0 SIGNIFICANCE OF ACCREDITATION.....	5
9.0 LIMITATION OF LIABILITY.....	5
10.0 INDEMNITY.....	5
11.0 APPLICABLE LAWS.....	6
12.0 FEES.....	6
13.0 TAXES.....	6
14.0 CONDITIONS FOR USE OF BAB ACCREDITATION MARKS.....	6
15.0 RETURN OF BAB CERTIFICATE AND SCOPE.....	9
A.16.0 FAILURE TO COMPLY.....	9

1.0 GENERAL

Bangladesh Accreditation Board is an autonomous body established in accordance with the Bangladesh Accreditation Act, 2006 as the national accreditation body for the Conformity Assessment Bodies such as laboratories, certifying bodies, inspection bodies, training institutes and persons. Conformity Assessment Bodies are hereunder referred as CABs.

2.0 SCOPE

- 2.0 This document is applicable to all applicants and CABs of BAB accreditation schemes and all BAB personnel. Participation in the schemes is voluntary. All participants shall adhere strictly to the BAB terms and conditions at all times.
- 2.1 These terms and conditions should be read in conjunction with the other accreditation criteria documents as listed below:
- (a) ISO/IEC 17025 – General requirements for the competence of testing and calibration laboratories;
 - (b) ISO 15189 - Medical Laboratories – Particulars and requirements for quality and competence;
 - (c) ISO/IEC 17043 – General requirements for proficiency testing.
 - (d) ISO/IEC 17020 – General criteria for the operation of various types of bodies performing inspection
 - (e) ISO/IEC 17021- General criteria for the operation of various types of bodies performing management system certification
 - (f) ISO/IEC 17065 - Conformity assessment — Requirements for bodies certifying products, processes and services
 - (a) ISO/IEC 17024 - Conformity Assessment – General requirements for bodies operating certification of persons, and
 - (b) Other additional rules or specific requirements that may be issued / endorsed as BAB requirements relating to specific testing, measurement and quality assurance activities in calibration / testing/ medical laboratories.

3.0 OBLIGATIONS FOR THE CONFORMITY ASSESSMENT BODIES

- 3.1 CABs shall comply with the following conditions:
- (a) Offer to all customers a standard of service consistent with the BAB terms and conditions and maintain impartiality and integrity in all operations;
 - (b) Immediately notify BAB, where applicable, on any of the following:
 - i) any change in its legal, commercial, ownership or organizational status;
 - ii) any changes in organization, top management and key personnel e.g. key managerial staff, management representative and approved signatories;
 - iii) planned change of critical test equipment and premises, where the CAB has the responsibility to inform BAB at least 3 months in advance. In the case of relocation of the

- CAB, the accreditation will be inoperative once the relocation begins and will be re-instated when competency has been verified on a case by case basis;
- iv) any lawsuit or criminal investigation of the CAB or its staff;
 - v) any significant changes in main policies; and
 - vi) any other matters that may affect the ability of the CAB to fulfill requirements for accreditation.
- (c) Accredited CABs may use the BAB Accreditation Marks complying with terms and conditions for use of BAB Accreditation Mark described in clause 14 of this document.
 - (d) Not to use the accreditation status in such a manner as to bring BAB into disrepute and not make any statement related to the which BAB may consider misleading or unauthorized;
 - (e) Provide full cooperation and access to the premises and all relevant documentation during assessments and any other time if necessary. This shall include access to supporting documentation and records and access to personnel.
 - (f) Make prompt payment to BAB of all the necessary fees levied by BAB;
 - (g) Upon the withdrawal of accreditation immediately discontinue its use of reference to accreditation and withdraw all advertising materials which contain any reference to accreditation;
 - (h) Ensure that no claims are made to imply that a certificate of accreditation results in the product or service to be approved by BAB; and
 - (i) Not represent or hold it out as being the agent or partner of BAB or make any representations on behalf of BAB.

4.0 CONFIDENTIALITY

- 4.1 All information provided by any applicants in relation to preliminary enquiries or to an application for accreditation and all information obtained in the course of, or in connection with, an assessment of a CAB shall be completely confidential. BAB staff, BAB Board members, Technical Committee members, Appeal Committee members and assessors undertake to always observe the duty of confidentiality provided. This clause shall not apply to information in the public domain and information in the possession of BAB prior to submission by the applicant.
- 4.2 BAB shall not disclose confidential information about a particular CAB without written consent of the CAB, except where the law requires such information to be disclosed without such consent.

5.0 CONFLICTS

- 5.1 Technical Committees, Technical Review Panel, Appeal committees and assessment teams considered having commercial, financial or other pressures or conflicts of interest that might cause them to act in other than an impartial or non-discriminatory manner shall not be involved in the assessment and evaluation of an applicant / CAB.
- 5.2 An applicant / CAB shall liaise with the BAB office on all matters relating to the application, grant, withdrawal or suspension of accreditation, and shall not communicate directly with any of the committee members and assessors on such matters.
- 5.3 An applicant / CAB shall be informed of the appointment of the assessment team and may object to the appointment only once, on valid grounds such as conflict of interest. The applicant / CAB shall accept any reappointment of the assessment team by BAB.

6.0 COMPLAINTS

- 6.1 Any complaints should be made in writing to the Director-General and such complaints should bear the name, designation, company and signature of the sender. See BAB QP04 – Feedback.
- 6.2 Any written complaints shall include objective evidence(s) to support the complaints, where possible.
- 6.3 Any written complaints received will be duly acknowledged and the sender will be informed of the outcome.

7.0 APPEALS

- 7.1 Appeals may be submitted with respect to accreditation decisions made by BAB, or published BAB policies. A CAB may submit an appeal of a decision rendered with respect to a decision regarding a dispute or an accreditation decision within 90 calendar days of receiving notice of the decision with payment of applicable fee. A participant CAB shall be entitled to submit an appeal regarding a published BAB policy at any time.

Ref. BAB QP05 – Disputes and Appeals ,
Bangladesh Accreditation Act, 2006

8.0 SIGNIFICANCE OF ACCREDITATION

- 8.1 Accreditation should not be regarded as in any way diminishing the normal contractual responsibilities between the CAB and its customers. While accreditation is an indication of the integrity and competence of the CAB, it does not constitute a guarantee by the BAB of the competence of the CAB in any particular case.
- 8.2 BAB is in no way responsible for the financial arrangements and transactions between a CAB and its customers.

9.0 LIMITATION OF LIABILITY

- 9.1 BAB shall not be liable to the CAB for any losses, damages or expenses including injury to reputation suffered by the CAB and/or third parties, arising directly or indirectly from the accreditation of the CAB, use of the BAB accreditation marks, assessment activities carried out on the CAB by BAB, its representatives, employees and/or agents or BAB's exercise or performance of its rights, powers, duties or obligations under these Terms and Conditions.
- 9.2 Without prejudice to clause 9.1, in the event that BAB is found liable for any losses, damages or expenses howsoever caused, whether by operation of law or otherwise, the maximum amount of BAB's liability shall be limited to the fees paid by the CAB for the period of the accreditation cycle. The CAB agrees that under no circumstances shall BAB be liable for any special, indirect, incidental or consequential loss, damage or expense, however caused including without limitation any loss of profits or prospective profits.

10.0 INDEMNITY

- 10.1 The CAB agrees and shall indemnify BAB fully against all losses, damages and expenses suffered by BAB including but not limited to legal costs on a full indemnity basis and all claims by any third parties against BAB, arising directly or indirectly from the accreditation of the CAB, use of the BAB accreditation marks, assessment activities carried out on the CAB by BAB, its representatives, employees and/or agents or BAB's exercise or performance of its rights, powers, duties or obligations under these Terms and Conditions.

11.0 APPLICABLE LAWS

- 11.1 This terms and conditions shall be construed in accordance with and governed by the Laws of Bangladesh and the parties hereby agree to submit to the exclusive jurisdiction of the Bangladeshi Courts.

12.0 FEES

- 12.1 The fees for accreditation shall be prescribed by the board and the board may change the fees from time to time.
- 12.2 All fees paid by an applicant / CAB are non refundable.

13.0 TAXES

- 13.1 An applicant / CAB agrees to indemnify and pay BAB all taxes, levies, and duties including, but not limited to, value added tax or withholding tax which the BAB may be liable to pay as a result of providing the services to the applicant / CAB.

14.0 CONDITIONS FOR USE OF BAB ACCREDITATION MARKS

14.1 General

- 14.1.1 Reference to BAB accreditation status made by CAB using BAB accreditation marks shall indicate with the Certificate Number issued to the CAB. The accreditation marks must be reproduced in the official colours, red (PMS 032C) and dark green (PMS Cool Green 11C); or in a single colour only, preferably gold, black or dark grey.
- 14.1.2 The BAB accreditation mark may be uniformly enlarged or reduced, but shall not be less than 15mm in height.
- 14.1.3 The design of any other mark like the IAF MLA mark would be provided subject to specific agreement. The accredited body can reproduce the mark of the Board and any MLA mark only in conjunction with its own certification mark, on its certificates, stationery and literature associated with its accredited certification activities and scopes subject to the conditions specified in this document. The mark and BAB logo cannot be printed on visiting cards.
- 14.1.4 The use of mark by the certified organizations will be under the control and supervision of the accredited certification body. The Certification body will take reasonable actions to ensure that the use of the logo by the certified organizations is within the conditions specified above.

14.2 Use of Mark and or Reference to Accreditation in Publicity and Other Materials by CABs

- 14.2.1. A CAB may use the BAB accreditation mark on publicity and other stationery materials such as brochures, letterhead paper, quotations and vehicles. However, the use of the BAB

accreditation mark or any reference to BAB accreditation in advertising and promotional publications shall be vetted and pre-approved by BAB.

14.2.2. The CAB shall:

- (a) only claim that it is accredited in respect to those activities which are covered under its scope of accreditation;
- (b) only use the BAB accreditation mark for premises covered by accreditation;
- (c) not make any statement or indication regarding its accreditation that BAB may consider misleading or unauthorized;
- (d) make clear indication of accredited test/inspection in the report or certificate, noting those which are not accredited by BAB (see 14.3.5 below). There may be an instance where the CAB is accredited by more than one ILAC-Signatory AB and it is up to the CAB to ensure it meets the requirements of the other AB.
- (e) not allow the fact of its accreditation to be used to imply that a product, process, system or person is approved by BAB; and
- (f) not use the BAB accreditation mark on any test/inspection items, products or literature, or in a way that may be interpreted as denoting product conformity, or permit its certified organizations to do so.

14.2.3. A CAB shall upon suspension or voluntary withdrawal of BAB accreditation immediately ceased to issue any certificates, inspection, calibration or test reports, quotations or calibration labels displaying the BAB accreditation mark or containing references to BAB accreditation.

14.2.4. A CAB shall upon withdrawal of BAB accreditation, immediately cease distribution of all items on which the BAB accreditation mark or any reference to BAB accreditation are displayed, and shall ensure discontinued use or distribution of these items

14.3 Reference to Accreditation Status by Conformity Assessment Bodies, Use of BAB Accreditation Mark on Inspection, Calibration and Test Reports

14.3.1. A CAB may use BAB endorsement on reports that deal solely with activities covered under the terms of accreditation.

14.3.2. The endorsement shall be made by the use of the BAB accreditation mark and it shall include the Certificate Number issued to the CAB and the following statement:

For laboratories:

"The results reported herein have been performed in accordance with the laboratory's terms of accreditation within the BAB Accreditation Program"

14.3.3. All BAB endorsed reports from accredited laboratories and inspection bodies shall:

- (a) be signed by the signatory (ies) approved for the calibrations or tests in the report;
- (b) bear a statement governing the conditions for reproduction, ie. the reports shall not be reproduced except in full, unless the management representative of the accredited inspection body / laboratory has given approval in writing;

- (c) comply with the requirements specified in ISO/IEC 17025 or ISO 15189 or ISO/IEC 17020;
- 14.3.4. The CAB may issue a BAB endorsed report that includes results of activities subcontracted to another CAB provided that:
 - (a) the terms of accreditation of the subcontractor include the activities subcontracted to it;
 - (b) a BAB endorsed report has been issued by the subcontractor; and
 - (c) the subcontractor's report is identified in the BAB endorsed report issued by the CAB.
- 14.3.5. All CABs are encouraged to issue BAB endorsed report. However, in particular circumstances, BAB may permit a CAB to include results not covered by its terms of accreditation in a BAB endorsed report. For such cases, approval from BAB shall be obtained, and such reports shall have the following disclaimer: "Calibrations/Tests marked "Not BAB Accredited" in this Report are not included in the BAB Accreditation Schedule for our inspection body / laboratory" The above disclaimer shall be on the front cover or first page of each report or wherever the mark or reference to accreditation occurs.
- 14.3.6. For an accredited laboratory, a BAB endorsed report can contain an expression of expert opinion and interpretation provided it is confined to the following: (a) an opinion on the statement of compliance/non-compliance of the results with requirements; and (b) a fulfillment of quantitative contractual requirements. Any expression of expert opinion or interpretation statements outside (a) and (b) shall be provided in a separate unendorsed document.
- 14.3.7. When a batch or consignment is sampled in accordance with the laboratory's terms of accreditation; the accredited laboratory may use the BAB endorsement on a report which extends the results on the sample to the batch or consignment from which the sample was taken.

14.4 Use of BAB Accreditation Mark on Calibration Labels

- 14.4.1 A calibration laboratory accredited by BAB should, wherever practical, use a label with a BAB accreditation mark, but subject to the following conditions:
 - (a) The label shall be of a design approved by BAB;
 - (b) The label shall be used only on a measuring instrument for which a BAB endorsed calibration certificate or report has been issued;
 - (c) The label shall be used only when the laboratory has been accredited for all the calibrations performed on a measuring instrument;
 - (d) The label shall relate only to the calibration carried out on the date given on the label;
 - (e) The label shall not imply compliance with a specification, approval of quality or permanence of calibration;
 - (g) On recalibration of the instrument the previous label shall be removed and replaced by a new label relating to the latest calibration; and
 - (h) There shall be adequate safeguards for storage, control and use of the labels.

15.0 RETURN OF BAB CERTIFICATE AND SCOPE

15.1 Should the CAB be unable to maintain its accreditation for any reason, and either voluntarily terminates its accreditation or its accreditation is withdrawn by BAB, the CAB must return to the BAB, the certificate of accreditation and the scope of accreditation.

16.0 FAILURE TO COMPLY

16.1 Any failure to comply with all of the provisions contained in these Terms and Conditions of Accreditation is deemed a Breach of them.

16.2 Any Breach of the Terms and Conditions of Accreditation is cause for BAB to undertake suspension or withdrawal of accreditation.