

TERMS AND CONDITIONS FOR ACCREDITATION

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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 laboratories, certifying bodies, inspection bodies, training institutes and persons.

2.0 SCOPE

2.0 This document is applicable to all applicants and accredited organizations 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 OF THE ACCREDITATION ORGANIZATIONS

3.1 BAB shall have an enforceable arrangement with the CABs. The CABs are required to conform at least 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 accredited organization 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 accredited organization or its staff;
 - v) any significant changes in main policies; and
 - vi) any other matters that may affect the ability of the accredited organization 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.
 - (j) The CAB shall have, where applicable, legally enforceable agreements with its clients committing to provide BAB, on request, to assess its performance when conducting conformity assessment activities at client's site
 - (k) The CAB shall assist BAB in the event of investigation and resolution of any accreditation-related complaints about CAB referred to it by BAB

Transfer of accreditation is applicable when legal status of an accredited organization changes without affecting its personnel, equipment and organization and this does not alter the organizations fulfilment of the requirements for accreditation.

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 an accredited organization 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 accredited organization without written consent of the accredited organization, 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 / accredited organization.

- 5.2 An applicant / accredited organization 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 / accredited organization 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 / accredited organization 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 accredited organization and its customers. While accreditation is an indication of the integrity and competence of the accredited organization, it does not constitute a guarantee by the BAB of the competence of the accredited organization in any particular case.
- 8.2 BAB is in no way responsible for the financial arrangements and transactions between an accredited organization and its customers.

9.0 LIMITATION OF LIABILITY

- 9.1 BAB shall not be liable to the accredited organization for any losses, damages or expenses including injury to reputation suffered by the accredited organization and/or third parties, arising directly or indirectly from the accreditation of the accredited organization, use of the BAB

accreditation marks, assessment activities carried out on the accredited organization 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 accredited organization for the period of the accreditation cycle. The accredited organization 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 accredited organization 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 accredited organization, use of the BAB accreditation marks, assessment activities carried out on the accredited organization 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 LAW

- 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 FEE

- 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 Awarding/continuation accreditation is subject to payment of all dues
- 12.3 All fees paid by an applicant / accredited organization are non-refundable.
- 12.4 All CABs shall make payment within 3 weeks of issuance of invoice.
- 12.5 Payment should be made through cross cheque in favor of Bangladesh Accreditation Board.
- 12.6 VAT/AIT will be paid by the client and challan to be submitted with pay order/Cheque etc.

13.0 TAXES

- 13.1 An applicant / accredited organization 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 / accredited organization.

14.0 CONDITIONS FOR USE OF BAB ACCREDITATION MARKS

14.1 General

- 14.1.1 Reference to BAB accreditation status made by accredited organization using BAB accreditation marks shall indicate with the Certificate Number issued to the accredited organization. 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.

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

14.2.1. An accredited organization 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 accredited organization 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 or refer to 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.
- (g) upon withdrawal of its accreditation, discontinues its use any reference to that accreditation
- (h) inform its affected clients of the suspension, reduction or withdraw of its accreditation and the associated consequences without undue delay

14.2.3. An accredited organization 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. An accredited organization 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 Accredited Calibration and Testing Laboratories, Use of BAB Accreditation Mark on Inspection, Calibration and Test Reports

14.3.1. An accredited organization 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 accredited organization 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"

For Inspection Bodies:

"The results reported herein have been performed in accordance with the Inspection Bodies terms of accreditation within the BAB Accreditation Program"

For Certification Bodies:

"The results reported herein have been performed in accordance with the Certification Bodies 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 Tests/ Calibrations, Inspections or Certifications 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, ISO/IEC 17020, ISO/IEC 17021 or ISO 15189 etc;

14.3.4. The accredited organization may issue a BAB endorsed report that includes results of activities subcontracted to another accredited organization 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 accredited organization.

14.3.5. All accredited organizations are encouraged to issue BAB endorsed report. However, in particular circumstances, BAB may permit an accredited organization 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:

"Tests/Calibrations/Inspections or Certifications marked "Not BAB Accredited" in this Report are not included in the BAB Accreditation Schedule for our laboratory/ inspection body or certification body". 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/inspection body or certification body, 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;
- (i) On recalibration of the instrument the previous label shall be removed and replaced by a new label relating to the latest calibration; and
- (j) 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 lab be unable to maintain its accreditation for any reason, and either voluntarily terminates its accreditation or its accreditation is withdrawn by BAB, the lab must return to the BAB, the certificate of accreditation and the scope of accreditation.

A.16.0 FAILURE TO COMPLY

16.1 Any failure to comply with all of the provisions contained in these Terms and Conditions of Laboratory/inspection body or certification body Accreditation is deemed a Breach of them.

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