

NABL 131



# National Accreditation Board for Testing and Calibration Laboratories (NABL)

## Terms & Conditions for Obtaining and Maintaining NABL Accreditation

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## AMENDMENT SHEET

S. No.	Page No.	Clause No.	Date of Amendment	Amendment	Reasons	Signature QA Team	Signature CEO
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# Terms & Conditions for Obtaining and Maintaining NABL Accreditation

(To be submitted to NABL along with the application form)

The terms and conditions mentioned in this document is considered as accreditation agreement between NABL and Conformity Assessment Body (CAB). By accepting these terms and conditions, it is implied that a CAB as an applicant and after obtaining accreditation agrees to comply at all times with all Terms and Conditions for NABL Accreditation. Any violation of this terms and conditions (Accreditation agreement) shall result in adverse decision as per NABL 216 'Procedures for Dealing with Adverse Decisions' including legal action.

The Conformity Assessment Body {Testing Laboratory/ Calibration Laboratory/ Medical Testing Laboratory/ Proficiency Testing Provider (PTP)/ Reference Material Producer (RMP)} that are applicant or accredited by NABL shall be required to fulfill the following terms and conditions:

1. The Conformity Assessment Body (CAB) shall carry out its Testing / Calibration / Medical/ PTP / RMP activities in such a way as to meet the requirements of ISO/IEC 17025/ ISO 15189/ ISO/IEC 17043/ ISO 17034 whichever is applicable, relevant NABL specific criteria (wherever applicable) and other policies of NABL.
2. CAB shall ensure that the latest versions of NABL documents are available with them and are effectively implemented.
3. CAB shall familiarize themselves with all relevant standards, NABL documents etc. applicable for particular accreditation scheme.
4. The CAB shall have a valid legal identity as given below.

Type of Legal Identity	Document(s) to be submitted
Proprietorship	Bank passbook/ Account statement and PAN of the CAB
Limited Liability Partnership	Registration certificate under The Limited Liability Partnership Act, 2008
Company	Registration certificate under The Companies Act, 1956 or 2013
Societies/ Trust	Registration certificate under Societies Registration Act, 1860/ Registration under The Indian Trusts Act, 1882
Government	Gazette or Government Notification or self-Declaration on Letter head by Head of the organization

5. It is the responsibility of CAB to abide by the National/ Regional/ State/ Local regulatory requirement/ Acts/ Rules/ Legal orders/ Court Decisions/ Orders issued by Government/ Statutory Bodies as applicable and effective from time to time.
6. The CAB shall identify and define various activities which they are involved in, and ensure that it does not lead to any potential conflict of interest.
7. The CAB shall have qualified and trained personnel for applied/ accredited scope including sampling (wherever applicable), person declared by CAB to NABL who is responsible to report, review and authorize the results who meet the requirements of relevant NABL specific criteria (wherever applicable) for each field / discipline of accreditation.
8. The CAB shall have qualified and trained personnel who is responsible for formulating opinion and interpretation in the report/ certificate (wherever applicable).
9. Wherever applicable, the CAB shall follow the test methods as mentioned in the current National or International standards and as stipulated by regulatory bodies. Where such methods do not exist, other validated methods are acceptable. In case CAB uses in-house validated methods, the validation data should be submitted along with the application.
10. Applicant CAB shall successfully participate in at least one PT program prior to gaining accreditation in each discipline applied. Requirements specified in NABL 163 shall be followed for PT participation.
11. CAB shall submit the completed application for renewal of accreditation six months prior to the expiry of accreditation and also agree to undergo assessment as per the schedule proposed by NABL to maintain continuity in accreditation cycle. Application submitted after expiry of accreditation will be considered as fresh application.
12. The CAB shall offer cooperation to NABL or its representative in:
  - a. Undergoing assessments in stipulated time intervals / whenever NABL considered it as required.
  - b. Access to all CAB areas of operations including Mobile/ temporary, site facility, subcontractor premises, wherever relevant and applicable.
  - c. Undertaking any check / inspection to verify the capability of the CAB for the applied / accredited scope.
  - d. Witnessing the activities being performed relevant to accreditation.

- e. Assessing the competence of the staff (including staff working in shift operations / at site) during assessment.
  - f. Access to all relevant information and documentation.
  - g. Access to those documents that provide insight into the level of independence and impartiality to the CAB from its related bodies, if applicable.
  - h. Access to all records pertaining to relevant personnel.
  - i. Assessing the competence of the persons who are responsible to report, review and authorize the results,
  - j. Assessing the competence of the persons who are responsible for opinion and interpretation,
  - k. Unannounced visit,
  - l. Investigating any complaints related to NABL accreditation, against the CAB.
13. During the accreditation period, the CAB shall claim accreditation in only those premises, and scope for which it has been accredited (as stated in Accreditation Certificate and scope of Accreditation).
14. Accredited CAB shall adhere to 'NABL 133' for the use of NABL symbol, use of NABL Accredited CAB Combined ILAC MRA Mark as well as any claim of accreditation of the CAB. CAB shall ensure that it fully conforms to the requirements of NABL and ISO/IEC 17025 / ISO 15189 / ISO/IEC 17043 / ISO 17034 for claiming accreditation status while making reference of its NABL accreditation in communication media. Actions like suspension, debar, legal action etc. may be taken in case of violation of NABL 133.
15. CAB shall use NABL accredited CAB Combined ILAC MRA Mark only after obtaining written permission from NABL.
16. Accredited CAB shall make it clear in all its contracts with customers that its activities falling under accredited scope in no way imply that the product so tested or equipment calibrated is approved by NABL.
17. The accredited CAB is neither allowed to make misleading / unauthorized statement regarding its accreditation nor refer to accreditation in such a way so to imply that a product, process, service, management system or person is approved by NABL.
18. The CAB shall pay application fees for accreditation, re-accreditation; expenses towards travel, boarding & lodging for any kind of assessment including supplementary visit, on-site

surveillance, desktop surveillance, re-assessment and annual accreditation fees as shall be determined from time to time, by NABL.

19. The CAB shall inform NABL without delay of significant changes affecting the CAB's activities and operations relevant to accreditation, such as:
  - a. its legal, commercial, ownership or organizational status,
  - b. resources and premises,
  - c. scope of accreditation,
  - d. sub-contractor addition (RMP), and
  - e. other such matter that may affect the ability of the CAB to fulfill the requirements of NABL accreditation including policies, ISO/ IEC 17025 or ISO 15189 or ISO/IEC 17043 or ISO 17034 whichever is applicable.
  
20. The CAB shall inform NABL within 15 days of changes, such as:
  - a. the organization top management, key personnel including sampler (where applicable), person responsible for report, review and authorizing the results,
  - b. main policies, and
  - c. any change in the Sample Collection Centre/ Facility (ies) to NABL.
  
21. The CAB shall regularly visit NABL website to keep itself updated with the latest versions of NABL documents.
  
22. CAB shall always have a dedicated person responsible for implementation of Management System.
  
23. The CAB shall unambiguously declare the name of any individual and organization that has provided consultancy for preparing towards NABL accreditation.
  
24. Where a CAB subcontracts a substantial or critical part of the accredited activities that work shall be placed with another accredited CAB only.
  
25. The accredited CAB shall commit to comply with the changes initiated by NABL in its accreditation criteria, policies and procedures. The CAB shall inform NABL when such alterations under the agreed time frame have been completed.
  
26. The CAB shall take all necessary actions and discharge all non- conformities raised during the assessment within the stipulated time to avoid any adverse decisions against it as

detailed in 'NABL 216'. The same shall be verified to the satisfaction of NABL. The final decision on accreditation shall rest with NABL.

27. CAB shall not use its NABL accreditation in such a manner as to bring NABL into disrepute.
28. CAB shall not claim NABL accreditation after shifting premises, till communication on grant at new premises is done by NABL.
29. At any point in the application or initial process, if there is an evidence of fraudulent behaviour and/ or if the CAB has intentionally provided false information or conceals information, NABL shall reject the application or terminate the assessment process.
30. If an evidence is found of fraudulent behaviour or the CAB intentionally provides false information or conceals information, NABL shall initiate adverse action as per NABL 216.
31. The accredited CAB upon suspension, withdrawal of accreditation or debar from reapplying (however determined) shall forthwith discontinue claim of accreditation in any form in all advertising material and return the accreditation certificates to NABL.
32. CAB shall inform its affected clients of the suspension, scope reduction, withdrawal of accreditation or debar from reapplying and the associated consequences without undue delay.
33. The accredited CAB can relinquish accreditation by giving notice in writing to NABL by surrendering the accreditation certificates after clearing the outstanding amount, if any.
34. The CAB shall inform NABL, if any of the proposed assessor(s) happens to be their Consultant or associated with the CAB in any other capacity (personal or professional).
35. NABL absolves itself of any legal or financial liability arising out of activities of any of its accredited CAB involving any accidental or consequential damages to personnel / equipment / products at any time.
36. CAB shall not offer any gifts or any kind of payments in cash or any undue favour to the assessment team members. In case of any violation, NABL shall suspend the accreditation of the CAB as per NABL 216.
37. The application shall be kept confidential (unless required by law) by NABL and information obtained during the processing of application, assessment visit and grant of accreditation shall be safeguarded and dealt with impartiality.

38. CAB shall offer co-operation to NABL assessment team in carrying out unannounced assessment as a part of continuous monitoring activity by NABL for its accredited CABs.
39. CAB shall ensure the capability w.r.t. applied scope for accreditation (availability of resources such as personnel, equipment, CRM, method validation etc.) before applying to NABL.

By accepting these terms and conditions, it is implied that a CAB as an applicant and after obtaining accreditation agrees to comply at all times with all Terms and Conditions for Obtaining and Maintaining NABL Accreditation. Any violation of this terms and conditions (arrangement) shall result in adverse decision as per NABL 216 'Procedures for Dealing with Adverse Decisions' including legal action.

Dispute, if any, arising out of NABL decisions that remain unresolved through mechanism provided by NABL are subject to the exclusive jurisdiction of the Courts at New Delhi and none other.

Signature of Chief Executive or his Authorized Representative \_\_\_\_\_

Name, Designation of Chief Executive or his Authorized Representative \_\_\_\_\_

CAB Name \_\_\_\_\_

Date & Place \_\_\_\_\_

Signature of NABL official & Date of Receipt \_\_\_\_\_



**National Accreditation Board for Testing and Calibration Laboratories (NABL)**

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