NABL 230

National Accreditation Board for Testing and Calibration Laboratories (NABL)

Contract between NABL & Assessors

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AMENDMENT SHEET

S. No.	Page No.	Clause No.	Date of Amendment	Amendment	Reasons	Signature QA Team	Signature CEO
1	3	B i	21.04.2020	Modification of administrative and financial terms of NABL	Internal review	-Sd-	-Sd-
2	4	B viii, ix, x, D i		Terms included to declare proprietorship, consultant status / advisor and professional trainings ISO Guide 34 removed.			
3	5	E iii		Number of assessments per year increased to 6 instead of 2			
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CONTRACT FOR ASSESSOR (LEAD/ TECHNICAL ASSESSOR)

An Agreement made on ---------- between ---------- (herein after called Assessor) and the National Accreditation Board for Testing and Calibration Laboratories, a constituent board of Quality Council of India (NABL), the accreditation body, for empanelment of the former as Lead/ Technical Assessor with NABL for carrying out assessment of Conformity Assessment Bodies {(Testing laboratories, Calibration laboratories, Medical testing laboratories, Reference Material Producer (RMP) and Proficiency Testing Provider (PTP)} seeking accreditation from NABL on the following terms of reference:

A. Assignment

i) NABL shall approach the Lead / Technical Assessor for the assessment of CABs as and when required, on a case-to-case basis. NABL will give sufficient notice to the Assessor in this regard to plan his / her visit. NABL will engage an assessor on the need basis. It is the prerogative of NABL to engage an assessor. In no way, by this contract or other means, assessor has right to demand for an assignment.

ii) Appointment of assessor as Lead / Technical Assessor for a particular assessment is the sole discretion of NABL, depending upon the requirement and expertise of an assessor.

iii) NABL shall provide all relevant documents to the Lead / Technical Assessor needed for the assessment of an applicant / accredited CAB.

iv) The Lead / Technical Assessor shall keep themselves well-versed and updated with NABL criteria for Accreditation, Standards & Test methods, Rules and Procedures for relevant discipline contained in various documents, Supplements, website and other communications as provided by NABL.

v) The Lead / Technical Assessor shall normally make themselves available for the assessment visit when approached by NABL. If not so, due to valid reasons, he/ she should inform the same to NABL immediately so that an alternate arrangement may be made by NABL.

B. Administrative and Financial

i) The Lead / Technical Assessor shall abide strictly by all prevailing administrative and financial rules and procedures of NABL. In case of any deviation, it has to be approved by NABL in advance. Any violation of NABL Administrative and Financial Rules by an Assessor will attract action such as the debarring of an assessor or making them inactive from NABL empanelment.

ii) The Lead / Technical Assessor shall inform their current employers and take formal permission to work for NABL on assignment basis wherever required. NABL, in no way, will be the party between the assessor and their employer regarding NABL assignments.

iii) The Lead / Technical Assessor shall keep NABL informed about their up-to-date particulars regarding employment, qualification, training, contact address and any other relevant information.

iv) NABL shall not be responsible for any physical or material loss to the assessor during the assessment or during transit on an assignment.

v) NABL shall pay honorarium to the Lead / Technical Assessor for the assessment of the CAB and shall take care of their lodging and boarding directly or through CAB being assessed as per NABL rules and regulation. Lead / Technical Assessor shall be present throughout the entire assessment period starting from the opening meeting till the closing meeting.

vi) The Lead / Technical Assessor declare to route all correspondences with the CAB relating to the assessment through NABL or to communicate the same by sending copies of those correspondences to NABL.

vii) The Lead / Technical Assessor shall make themselves available for any training / refresher courses / conclave etc. organized by NABL in order to upgrade and update the knowledge.

viii) The Lead / Technical Assessor shall declare the name(s) of CAB for which (s)he has worked / is associated as consultant / advisor.

ix) The Lead / Technical Assessor shall declare in case (s)he is proprietor of a CAB.

x) The Lead / Technical Assessor shall inform NABL about professional training courses attended.

C. Confidentiality

i) The Lead / Technical Assessor shall maintain the confidentially of the information pertaining to the applicant / accredited CABs gathered during the assessment or through any means.

ii) The Lead / Technical Assessor may disclose information, which is confided to him/ her as secret or of which the confidential nature is obvious, only to those who have been meant for this purpose, through explicit consent from NABL. The Lead / Technical Assessor shall declare to maintain this secrecy even after the termination / expiry of this contract.

D. Conflict of Interest

i) The Lead / Technical Assessor shall also pledge to act as an Assessor of CABs only for NABL. In case, if NABL Assessor gets a request from other Accreditation Body to provide his / her service for the area (ISO/IEC 17025, ISO 15189, ISO/IEC 17043, ISO 17034) in any form (such as assessor, advisor, committee member etc.), he / she shall inform NABL and take a prior approval before accepting such assignment. Any violation found in this regard may attract action such as debarring of an assessor from NABL list.

ii) The Lead / Technical Assessor shall ensure that no personal bias and influence or any external pressure, commercial or otherwise, is allowed to compromise impartiality while carrying out assessment of applicant / accredited laboratory and making recommendations to NABL.

iii) To avoid conflict of interest, the Lead / Technical Assessor shall inform NABL in advance about his / her commercial interests including competition, providing guidance / training / internal audit / capacity building / laboratory development or up-gradation etc., relationship, ex employer or from the relationships of its personnel etc., if any, in the applicant / accredited CAB for which he is approached for assessment / any other assignment. To avoid conflict of interest, Lead / Technical Assessor shall also inform NABL, in case of prior ill-will between the Assessor and one or more of the CAB staff because of acrimonious disagreement in technical / scientific society activities. NABL shall use its discretion in such a case regarding his replacement or otherwise, which shall be communicated to the Assessor in writing.

iv) The Lead / Technical Assessor, in case he / she is requested by NABL to act as an Assessor of a CAB where he / she has worked during the past 5 years could endanger the independence / impartiality of NABL, shall declare the same without being asked for, to inform NABL about this at the time when he / she is requested to act as Assessor by NABL.

v) The Lead / Technical Assessor shall not make any statement or act in such a manner, as to bring NABL into disrepute.

vi) The Lead / Technical Assessor shall inform NABL on problems of general nature, which can affect the image and the working method of NABL.

vii) The Lead / Technical Assessor shall not make any assurance to the applicant / accredited CAB regarding accreditation on behalf of NABL or on his own.

E. <u>Terms, renewal and Termination of Contract</u>

i) If the Lead / Technical Assessor want to discontinue his / her empanelment for any reasons, he/ she shall inform NABL in writing.

ii) The Lead / Technical Assessor shall discharge his / her duties during the assessment in such a manner so as to contribute positively to the work of the assessment team and extend full cooperation to the team leader responsible for overall coordination.

iii) The Lead / Technical Assessor shall declare to be available for NABL at least for 6 assessment visits per year, if asked by NABL.

iv) NABL shall be free to delete the names of an empanelled Assessor without any correspondence, in the following or other cases:

a) If he/she fails to report for pre-scheduled on-site assessment without sufficient reasons to the satisfaction of NABL.

b) Due to his/her continued inability to accept on-site assessment assignments over a period of time without sufficient reasoning to the satisfaction of NABL.

c) Due to indifferent attitude, improper conduct, disregard and non-compliance to the NABL rules and procedures.

d) In case, Lead / Technical Assessor is found to be involved in any kind of malpractices and unethical practices like undue demand in any form from the CAB, breach of confidentiality, integrity etc.

e) In case, Lead / Technical Assessor performance / act is not found satisfactory by NABL.

v) The empanelment of Lead / Technical Assessor shall be valid for an initial period of 5 years which may later be extended subject to review of performance by NABL.

vi) Any deviation to a clause of this contract is only possible through a written approval from NABL.

vii) In case any dispute arises about the interpretation of the various clauses of the agreement, the decision of NABL shall be final and binding on both the parties.

viii) All disputes, if any, arising out of this contract, that remain unresolved through mechanism provided by NABL are subject to the exclusive jurisdiction of the Courts at New Delhi and none other.

Please note that NABL has zero tolerance for unethical practices by Lead / Technical Assessor

……	……..……
For NABL	(Signature) (Name of the Assessor)

Witness-

i) ……	ii) ……
Address: ……..... ……... …… ……	Address: ……..... ……... …… ……

National Accreditation Board for Testing and Calibration Laboratories (NABL)
NABL House
Plot No. 45, Sector 44,
Gurugram - 122003, Haryana
Tel. no.: 91-124-4679700 (30 lines)
Fax: 91-124-4679799
Website: www.nabl-india.org