



International Quality And Accreditation Services Pvt. Ltd.

(Formerly International Quality And Accreditation Services LLP)

307/20, 2nd Lane No. 5A, Ranjit Nagar, New Delhi 110008, India

IQAS-006

Contractual Terms and Conditions between IQAS and CAB for obtaining and maintaining Accreditation

International Quality and Accreditation Services Pvt. Ltd. (Formerly International Quality And Accreditation Services LLP)				
Doc. No.: IQAS-006	Title: Contractual Terms and Conditions between IQAS and CAB for obtaining and maintaining Accreditation			
Issue No.: 01	Issue Date: 20.11.2023	Amend. No.: 03	Amend. Date: 28.10.2024	Page 1 of 8
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AMENDMENT SHEET

Sr. No.	Page No.	Clause No.	Date of Amendment	Reason(s) for amendment	Amendment details	Remarks	Approved by
1.	5	5	01.07.2024	Wider coverage of access to CAB client's	Access to Peer Reviewer is added	-	R.S. Rana
2.	5	5	01.07.2024	Detailing	Rephrased for clarity	-	R.S. Rana
3.	5	5, subclause 6	02.09.2024	Outcome of APAC evaluation	IQAS peer reviewer changed into APAC peer evaluators	-	R. S. Rana
4.	7	5, sub clause 27	28.10.2024	Outcome of Internal audit	Added	-	R. S. Rana

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Contractual Terms and Conditions between IQAS and CAB for obtaining and maintaining Accreditation

(Signed copy of this document to be submitted by CAB along with application form)

1. Objective

Define terms and conditions between IQAS and CAB.

2. Scope:

Contractual Terms and Conditions between IQAS and CAB for obtaining and maintaining Accreditation.

3.Responsibility:

All IQAS personnel.

4. Reference:

Clause 4.2 of QM.

5. Contractual Terms and Conditions between IQAS and CAB for obtaining and maintaining Accreditation:

This document describes the terms and conditions between IQAS and the CAB for obtaining and maintaining accreditation in the form of an Agreement. The applicant and accredited laboratory are required to abide by the terms and conditions for obtaining and maintaining accreditation from IQAS.

The Conformity Assessment Bodies (CABs) willing to obtain accreditation in testing and calibration as per ISO/IEC 17025:2017 and medical testing as per ISO 15189:2012/2022 are bound by the following terms and conditions.

1. The CABs shall carry out testing and calibration in accordance with ISO/IEC 17025:2017 and medical testing according to ISO 15189:2012/2022, along with other regional/national/international standard required to perform the specific testing, calibration and medical testing. This will be as per the latest version of the standards in circulation. In case a laboratory customer requires testing, calibration or medical testing in accordance with the old or obsolete standard(s) for specific reason(s), laboratory may perform the testing and calibration accordingly, with intimation to IQAS.
2. The CAB shall have a valid legal identity in the following categories:
 1. Government entity,

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2. Limited company,
3. Private Limited,
4. Proprietors firm,
5. Partnership firm.

The GST No., if applicable, of the CAB along with its TIN/DIN no., will also be submitted.

3. The CAB shall abide by various applicable regulatory/statutory requirements, both national as well as international, related to the accreditation granted.
4. The CAB shall agree to adapt to changes in the requirements for accreditation as and when pointed out to it by IQAS.
5. The CAB shall agree to arrange witnessing of conformity assessment activities when requested for by IQAS.
6. The CAB will have, where ever applicable, legally enforceable arrangements with its clients that commit the clients to provide, upon request, access to IQAS assessment team including APAC peer evaluators, to assess the CAB's performance while carrying out its activities at its client's site.
7. CAB shall participate in the Proficiency Testing (PT)/Inter Laboratory Comparison (ILC) for the applied and accredited scope of accreditation. All disciplines as mentioned in the scope shall be covered in PT/ILC participation and accredited laboratory is required to cover the entire scope of accreditation within the span of four years.
8. The accredited CAB shall apply to IQAS, for renewal of accreditation three months prior to expiry of accreditation. Application submitted during the last three months shall be processed with late fees equivalent to one -fourth of the total fees. Application submitted after expiry of accreditation shall be deemed to be a fresh application and processed accordingly. During this period the CAB will not use the symbol of IQAS.
9. The CAB shall cooperate with IQAS in terms of its assessment within stipulated time period. CAB will provide access to the testing, calibration or medical facilities for all applied scopes including its permanent, on-site or mobile locations, as applied, access to all relevant documents and records; make its personnel available; respond to complaints associated with activities undertaken by the CAB in connection with the accreditation.

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10. The CAB shall claim accreditation only for the premises and scope accredited by IQAS.
11. The CAB shall understand and accept that its activities being accredited by IQAS do not imply that the tested products or calibration is approved by IQAS.
12. Following successful accreditation, the CAB shall adhere to document IQAS-007 for their use of IQAS symbol,
13. The CAB shall not mislead customer/client, or any other interested party, related to the accreditation.
14. The CAB will assist in investigation and resolution of any accreditation related complaints about the CAB referred to it by IQAS.
15. The CAB shall pay fees related to accreditation and expenses of travelling, boarding and lodging of the assessment team for the assessment/visit(s) sought by and contracted with IQAS.
16. The CAB shall inform IQAS within fifteen days in case of any change related to its legal status, ownership, resource, premises and scope of accreditation. CAB shall inform any and all changes to its top management, authorised signatories and change(s) in sample collection centers in the case of medical testing. The CAB will not use IQAS symbol until it is issued modified accreditation.
17. The CAB shall declare details of consultant(s) (organisation/individual) engaged by it for obtaining accreditation from IQAS.
18. The CAB shall declare details of subcontractor(s), if any, engaged by it for accreditation purpose. It will also make such a declaration in the event that accredited activities are sub-contracted by it only to subcontractors accredited by IQAS. IQAS reserves the right to withdraw the granted accreditation in the event that a major portion of accredited activity is subsequently subcontracted by the CAB,
19. The CAB shall discharge the nonconformances (NCs) raised by IQAS, within the stipulated time period.
20. The CAB shall discontinue, with immediate effect, the claim of IQAS Accreditation in the case of suspension, withdrawal of accreditation or being debarred by IQAS, for any reason whatsoever. In such an event, CAB shall surrender to IQAS the certificate of accreditation granted to it.

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21. The CAB will also discontinue any and all claims of IQAS accreditation in the event of it being prosecuted by the Government of the land or by any statutory authorities.
22. All the information of the CAB related to application, assessment or any other action shall be kept confidential and all CABs shall be treated impartially by IQAS. Likewise, the CAB shall keep all its communications with IQAS, related to accreditation, confidential and ensure that the same is not shared/circulated in the public domain.
23. The CAB agrees to adapt to changes in the requirements for accreditation as and when pointed out to it by IQAS.
24. The CAB has no objection to IQAS displaying, in public domain, the accreditation certificate granted out to it as also the scope.
25. The CAB indemnifies IQAS from any liability such as legal, financial, consequential damage etc. from any and all of its activities arising from the accreditation process, whether or not the process is successful or otherwise.
26. Any and all charges paid by the CAB will not be refunded by IQAS.
27. At any point in the application or initial process, if there is evidence of fraudulent behavior and/ or if the CAB has intentionally provided false information or conceals information, IQAS shall reject the application or terminate the assessment process or denial of accreditation.

By signing this document, towards obtaining and maintaining accreditation, the CAB agrees to all the terms and conditions mentioned herein or any direction/guideline/advisories issued by IQAS during the accreditation period. In the case of violation of any term and/or condition, an adverse action may be initiated according to the laid down procedure of IQAS detailed in the document IQAS-013.

In case of any dispute, not resolved mutually between the CAB and IQAS, the courts of New Delhi shall have jurisdiction in all matters of litigation between the CAB and IQAS.

Signature of CAB CEO/Director/Head or authorized representative*:

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Name and Designation:	
CAB Name:	
Date and Place	

Signature of IQAS representative	
Name and Designation	
Date and Place	

*In case of Authorised Signatory, a letter signed by the CAB Director/CEO authorising the concerned, must be attached to this document.

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