PNGLAS Contract Agreement with the Laboratory

PAPUA NEW GUINEA LABORATORY ACCREDITATION SCHEME
CONTRACT AGREEMENT TO ATTAIN AND MAINTAIN ACCREDITATION

Dated:
Between:
(1) **(PNGLAS)** and having its registered PAPUA NEW GUINEA LABORATORY ACCREDITATION SCHEME office at Post Office building section 15, Allotment 9, Nita Street, Boroko NCD ("PNGLAS"); and

(Company No. ……) having its registered office at …….. (the "**Customer**").

This Contract Agreement sets out the obligations and responsibilities of the PNGLAS and the Customer in relation to assessment and accreditation of the Customer.

1. OBJECT OF THE CONTRACT AGREEMENT

The PNGLAS undertakes to provide the Customer with the accreditation requested in accordance with PNGLAS ISO/IEC 17011 Conformity Assessment. Requirements for Accreditation Bodies Accrediting Conformity Assessment Bodies (hereinafter ISO / IEC 17011); Asia Pacific Accreditation Cooperation (APAC), the International Laboratory Accreditation Organization (ILAC), and the Customer undertakes to comply with requirements applicable to the conformity assessment body performing conformity assessment activities as set out in harmonized standards or other regulatory documents, accreditation scheme Rules and policies, etc.) (hereinafter the Accreditation Requirements). Both Parties undertake to abide by the terms and conditions set forth in this Contract Agreement

2. Obligations and Responsibilities of PNGLAS

2.1 PNGLAS will carry out assessment, surveillance and re-assessment of the Customer in accordance with its procedures to determine the Customer's competence in accordance with the relevant Standard(s) using applicable APAC and ILAC Requirements, PNGLAS Requirements and/or other publicly available criteria.

2.2 PNGLAS will notify the Customer of its requirements for Accreditation and of any changes to those requirements and based on the internationally agreed and (or) by guidelines of APAC, ILAC and agreed by Accreditation Board. After notification of changes in requirements, the PNGLAS will assess whether the Customer has adapted his management system and operational practices to the changed requirements within the specified time.

2.3 PNGLAS will apply the criteria for Accreditation consistently and will provide suitably competent personnel for assessment of the Customer either by deployment of its own staff or through other external contractors.

2.4 PNGLAS will notify the Customer of the assessment team in advance and the Customer may raise objections to any member of that team on reasonable grounds notified in writing within 10 working days of such notification. PNGLAS will consider any such objections and will use its reasonable endeavours to accommodate them but will retain ultimate discretion as to the choice of an appropriate team to carry out any assessment.

2.5 When PNGLAS is satisfied that the Customer meets the requirements for Accreditation, PNGLAS will issue a Certificate to the Customer and will licence on request the use of any appropriate accreditation symbol owned by PNGLAS.

2.6 PNGLAS will notify the Customer how will be monitored in order that it may maintain Accreditation. The frequency of monitoring of continuing conformity with the requirements for Accreditation will be determined by PNGLAS in accordance with PNGLAS published procedures and will depend on the scope and scale of the accreditation.

2.7 PNGLAS reserves the right to carry out additional or unscheduled visits and in particular to verify that any notified changes to its requirements for accreditation have been implemented.

If PNGLAS determines that actions are required to be taken by the Customer to maintain Accreditation or otherwise to ensure compliance with the terms of this Agreement, it will give the Customer Notice:

2.8 If the Customer fails to comply with the requirements to maintain accreditation or other terms of this Agreement, PNGLAS may suspend, partially suspend, or withdraw accreditation, reduce the scope of accreditation, require re-assessment or impose appropriate anctions;.

2.9 PNGLAS ensure the confidentiality of information received or created in the course of the accreditation process, unless such disclosure is required by law or agreed between the PNGLAS and the Customer.

2.10 All information received by the PNGLAS during the accreditation process or prepared in the course of the accreditation process shall be treated as confidential by the PNGLAS personnel including all members of committees and boards, contractors, external personnel and persons acting on behalf of the PNGLAS, with the exception of publicly available information published by the Customer and information specified in clause 2.13 of the Agreement.

2.11 The PNGLAS will notify the Customer of the information provided then it is required by law or authorized by contractual arrangements. The PNGLAS reserves the right to disclose information obtained or generated during the accreditation process to members of the International Accreditation Organizations Assessment Teams that assess the PNGLAS compliance with the accreditation body‘s requirements, but undertakes to take the necessary steps to ensure the confidentiality of the information disclosed;

2.12 The PNGLAS will ensure the confidentiality of information on the Customer received from other sources (eg complainant, market surveillance authority). The PNGLAS reserves the right not to disclose the source of information to the Customer unless written consent of the source is obtained.

2.13 The PNGLAS will make publicly available and periodically update on the PNGLAS website or provide by other means information on the accredited Customer (name and, if different, legal entity name, address, contact details, unique accreditation identification number, the scope of accreditation, specifying the locations and activities of the accredited activities, the date of entry into force of the accreditation and, where applicable, its validity or renewal, a statement of compliance with an international standard and / or other normative document) suspended or withdrawn (suspension or withdrawal of the accreditation of the laboratory, including dates and scope of accreditation).

2.14The PNGLAS will make publicly available on its website information on relevant procedural accreditation documents and amendments.

3. Obligations and Responsibilities of the Customer

3.1 The Customer will fulfil continually the requirements for accreditation for the scope for which accreditation is sought or granted and will provide evidence of fulfilment. This includes agreement to adapt to changes in the requirement for accreditation.

3.2 The Customer will cooperate as necessary to enable PNGLAS to verify compliance with the requirements for accreditation, including provision for examination of documentation and access to all testing areas, records and personnel for the purposes of assessment, surveillance, reassessment and resolution of complaints;

3.3 The Customer will arrange the witnessing of conformity assessment activities when requested by the PNGLAS;

3.4 The Customer will claim that it is accredited only with respect to services for which it has been granted accreditation and which are carried out in accordance with these conditions;

3.5 If granted accreditation, the Customer will follow the PNGLAS policy PNGLAS PL2 for the use of the accreditation symbol.

3.6 If granted accreditation, the Customer will not use its accreditation in such a manner as to bring PNGLAS into disrepute and not make any statement relevant to its accreditation which PNGLAS may consider misleading or unauthorized.

3.7 Upon withdrawal or during suspension of Accreditation, the Customer shall withdraw and cease to use all material including that in electronic form on its website or elsewhere, referring to its accreditation in so far as it relates to the conformity assessment tasks, for which it has had its accreditation suspended or withdrawn.

3.8 The Customer will ensure that no certificate or report, nor any part thereof, is used in a misleading manner.

3.9 The Customer will comply with the requirements of PNGLAS in making reference to its accreditation status in communication media such as advertising, brochures or other documents.

3.10 The Customer will inform PNGLAS, without delay, of changes in any aspect of the Customer's status or operation that affect the Customer's legal, commercial or organizational status; organization or management (e.g., managerial staff); policies or procedures, where appropriate; premises; personnel, equipment, facilities, working environment or other resources, where significant; authorized signatories; or such other matters that may affect the Customer's capability, or scope of accredited activities, or compliance with the criteria, requirements and conditions for accreditation;

3.11 The Customer will carry out any adjustments to its procedures in response to due notice of any intended changes by PNGLAS to the criteria, requirements, or conditions for accreditation, in such time as, in the opinion of PNGLAS, is reasonable.

3.12 The Customer will accept liability for loss or damage related to the conformity assessment activities performed by this testing laboratory within the scope of this application.

3.13 The Customer shall assist PNGLAS in the investigation and resolution of any complaints made by third parties about the Customer's accredited activities.

4. Health & Safety

The Customer shall ensure that PNGLAS assessment team members , when attending the Customer's or its clients' sites for assessment purposes, are provided with such personal protective equipment as may be necessary to reduce risks to an acceptable level and meet any applicable legal requirements.

5. COST OF SERVICES AND PAYMENT PROCEDURE

5.1. The cost of accreditation assessment services shall be calculated in accordance with the PNGLAS Fee ID5 which can also be downloaded from the NISIT website.

5.2 The Customer shall pay prescribed fees or reimburse all expenses related to accreditation as shall be determined by PNGLAS within 30 days of receiving the invoice(s). Reimbursable expenses include, but are not limited to travel expenses, accommodation and staff time.

An accredited laboratory's **AUTHORISED REPRESENTATIVE** is responsible for ensuring that all of the relevant conditions for accreditation are met.

As the applicant laboratory's **AUTHORISED REPRESENTATIVE**, I agree to the above conditions for accreditation. I attest that all statements made on this application are correct to the best of my knowledge and belief.

SIGNATURE OF APPLICANT	DATE
NAME OF APPLICANT (PLEASE PRINT OR TYPE)	TITLE
SIGNATURE OF PNGLAS REPRESENTATIVE	DATEO
NAME OF PNGLAS REPRESENTATIVE (PLEASE PRINT OR TYPE)	TITLE