

Preparing Authority: Trace McInturff	 R102 - Conditions for Accreditation	Publication Date Indicated in Revision History Table
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CAB NAME: _____

MASTER ID: _____ CERT NO(s): _____

(based on ISO/IEC 17011)

To attain and maintain accreditation and as a condition of A2LA to provide accreditation services, the Applicant agrees as follows:

- 1) Afford reasonable accommodation, cooperation and assistance as is necessary to enable A2LA to verify compliance with the requirements for accreditation including provision for examination of documentation (including documents that provide insight into the level of independence of the Applicant from any other related activities undertaken by their organization where applicable), and access to all areas in which conformity assessment activities are performed, equipment, records and personnel for the purposes of assessment, surveillance, reassessment, investigation and resolution of complaints referred to the Applicant/accredited Conformity Assessment Body (CAB) by A2LA, and fulfillment of Mutual Recognition Arrangements (MRA/MLA) and/or specifier requirements;
 - a. Have legally enforceable arrangements with their clients that commit the clients to provide, on request, access to A2LA assessment teams to assess the CAB's performance when carrying out conformity assessment activities at the client's site;
- 2) Comply at all times with the criteria, relevant requirements documents (e.g., *General Requirements: Proficiency Testing for ISO/IEC 17025 Laboratories*, *Requirements When Making Reference to A2LA Accredited Status* and *A2LA Policy on Metrological Traceability*), and Conditions for Accreditation (this document);
- 3) Maintain impartiality and integrity;
- 4) Retain all quality records and technical records supporting reported results (as defined in the relevant management system standard(s) such as ISO/IEC 17025, ISO 15189, ISO/IEC 17020, etc.) throughout the period between A2LA full assessments bearing in mind that adequate records (e.g. measurement uncertainty estimates, complaint records, etc.) must be available to A2LA upon receipt of written request therefore to demonstrate full compliance with the requirements for accreditation;
- 5) Claim that it is accredited only in respect of activities for which it has been granted a scope of accreditation and which are carried out in accordance with these conditions;
- 6) Pay such fees as established by A2LA by the due date identified on the invoice, (*Note: Any taxes levied by the Applicant's taxing authority are to be paid by the applicant in addition to the amounts billed by A2LA for services and expenses*);
- 7) Not use its accreditation in such a manner as to bring A2LA into disrepute and not make any statement relevant to its accreditation which A2LA may consider misleading or unauthorized;
- 8) Upon suspension, withdrawal or expiration of its accreditation (however determined) discontinue its use of all advertising matter that contains reference thereto, and notify any affected customers and regulators/specifiers (as applicable) of the change in their accredited status;
- 9) Not use its accreditation to imply product approval by A2LA;
- 10) Endeavor to ensure that no certificate or report, nor any part thereof, is used in a misleading manner;
- 11) In making reference to its accreditation status in communication media such as advertising and brochures, ensure compliance with the requirements of A2LA;
- 12) Inform A2LA headquarters within 30 days and in writing of changes or pending changes in any aspect of the Applicant's status or operation that affects the organization'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 organization's capability, or scope of accredited activities, or compliance with the criteria, requirements and conditions for accreditation;

- 13) Carry out any adjustments to its procedures in response to due notice (by A2LA newsletter, website, or email) of any intended changes by A2LA to the criteria, requirements, or conditions for accreditation, in such time as in the opinion of A2LA is reasonable;
- 14) Not provide accreditation services to any standard used by A2LA as a basis for accrediting organizations (e.g., ISO/IEC 17025, ISO 15189, ISO/IEC 17065, ISO/IEC 17043, ISO 17034, ISO/IEC 17020) when those services may affect the impartiality of either party. *(NOTE: It is recognized that an organization may have to evaluate subcontractors/external resources to confirm that they meet the organization's requirements, which may include accreditation standards such as ISO/IEC 17025. Documentation issued to subcontractors/external resources as a result of a successful evaluation shall clearly state that this is not certification or accreditation in accordance with ISO/IEC 17011.);*
- 15) Accredited vs. Non-Accredited Work: In order to establish a consistent approach to be followed by all accredited organizations, the following requirements have been adopted:
 - a. When a client requests the performance of work that appears on an organization's A2LA Scope of Accreditation, the work must be performed in accordance with all A2LA requirements for accreditation, whether or not the "A2LA Accredited" symbol is used on the resulting report, certificate, etc., unless the conditions of Section 15.b are met. It is important to note, however, that the "A2LA Accredited" symbol or other reference to accredited status by A2LA, in conjunction with the A2LA certificate number must be included on any certificate or report intended to demonstrate measurement traceability in accordance with the A2LA Policy on Measurement Traceability, section T5/T6;
 - b. If a client requests performance of work that appears on an organization's A2LA Scope of Accreditation but does not want or need the work to be performed under accredited conditions, these requests and the exceptions to the accreditation requirements must be clearly documented in the accredited organization's contract review records (e.g., reference ISO/IEC 17025:2017, Section 7.1.1.a). When this work is not performed in accordance with all of the A2LA requirements for accreditation, the resulting report or certificate cannot be endorsed with the "A2LA Accredited" symbol or make reference to A2LA accreditation;
 - c. For Product Certification bodies: All certifications shall be performed in accordance with A2LA requirements for accreditation and shall include a reference to their accredited status (e.g. accreditation symbol) in certification documentation. If there is an exception to the above, the product certification body may justify the exception, and if accepted by A2LA, the certification is still considered accredited. *(In accordance with IAF Resolution 2018-13);*
- 16) Official communications to CABs from A2LA are made via written communication (electronic or hardcopy) to the CAB's Authorized Representative and/or Deputy.

Indemnity and Limitation of Liability:

The Applicant agrees to hold harmless and indemnify A2LA against any and all claims, liabilities, suits, losses, damages, and actions arising directly or indirectly out of the Applicant/accredited organization's application to or accreditation by A2LA, as well as any actual or alleged breach of these Conditions for Accreditation by Applicant including without limitation, costs and expenses (including but not limited to attorneys' fees), judgments, fines, settlements and any other amounts actually and reasonably incurred by A2LA in connection therewith. The above indemnification does not include indemnification of A2LA against a claim caused by the gross negligence or fault of A2LA, its agent or employee, or any third party under the control or supervision of or acting in concert with A2LA, other than the Applicant/accredited organization or its agent, employee or subcontractor.

A2LA Assessors are independent contractors of A2LA and as such have signed written contracts with A2LA providing for, among other things, obligations of confidentiality and non-disclosure with regards to Applicant's business. A2LA Assessors have no authority to sign any non-disclosure agreements (NDA) on behalf of A2LA or to bind A2LA to any contract or agreement. In the event that Applicant desires for an A2LA Assessor to sign a separate NDA, the Applicant shall provide a copy of the NDA to A2LA no less than one (1) week prior to the start of the next scheduled assessment. Failure to do so could result in delay of the assessment until such time as A2LA has reviewed the NDA.

The Applicant further acknowledges that A2LA and its representatives do not warrant the services provided and have no liability or responsibility for any loss or damage arising out of or relating to its accreditation services, except if such loss or damage results from gross negligence by A2LA.

The Applicant's AUTHORIZED REPRESENTATIVE¹ signature below signifies that the applicant agrees to the above conditions for accreditation and statements of indemnity and limitation of liability and that all statements made on the application are correct to the best of his/her knowledge and belief. An accredited organization's AUTHORIZED REPRESENTATIVE is an official who represents the organization in all matters related to maintaining A2LA accreditation. This official is A2LA's primary point of contact with the organization. An Accredited Organization's Authorized Representative shall have binding authority on behalf of the Accredited Organization to ensure compliance with the A2LA criteria and for continuing maintenance of all of the relevant conditions for accreditation. The Applicant, not the AUTHORIZED REPRESENTATIVE, shall be held liable and responsible for any breach of these Conditions for Accreditation or any acts or omission, including but not limited to, negligence by the Authorized Representative or any other employee, agent or independent contractor of the Applicant.

As the Applicant's Authorized Representative/agent, 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.

AUTHORIZED REP. NAME (PRINTED)

AUTHORIZED REP. SIGNATURE

DATE

¹ **Note: For ISO 15189 CABs, Authorized Representative is the Laboratory Director, without exceptions**

DOCUMENT REVISION HISTORY

DATE	DESCRIPTION
03/19/21	<ul style="list-style-type: none">➤ Condition 5 – changed ‘services’ to ‘activities’➤ Condition 15 b. – added ‘or make reference to A2LA accreditation’➤ Indemnity – added language that A2LA Assessors are bound by A2LA’s strict confidentiality and non-disclosure policies and are not permitted to sign CAB NDA’s for A2LA.
08/09/22	<ul style="list-style-type: none">➤ Condition 8 – removed requirement to return A2LA scope and certificate of accreditation, and revised to for all CABs – not just Product Certification Bodies➤ Condition 11 – editorial change due to a typo➤ Condition 15.a – revised the reference to section “15.2” to “15.b”➤ Indemnity - paragraphs 4 and 5 revised to clarify that the Authorized Representative’s agreement and signature holds the applicant liable, not the individual Authorized Representative.