

P04-01 – TERMS AND CONDITIONS OF ACCREDITATION

Revision #2.1

April 1, 2020



TERMS AND CONDITIONS OF ACCREDITATION

Laboratories must agree to the following terms and conditions when an application is submitted to CALA (referenced documents are found at www.cala.ca/library.html). Failure to conform to the terms and conditions may result in suspension or withdrawal of accreditation.

1.1 GENERAL TERMS AND CONDITIONS

1. Acknowledge that these Terms and Conditions of Accreditation may change at any time.
2. Pay the appropriate fees as detailed in P02-02–CALA *Program Description–Fee Schedule*.
3. Conform to Q05 - CALA *Code of Ethics*.
4. Commit to continually fulfil the requirements contained in the latest edition of ISO/IEC 17025 and in other CALA policies, and to provide evidence of fulfilment when requested.
5. Agree to adapt to changes in the requirements, criteria, or conditions of accreditation within the timeframes specified.
6. Cooperate as is necessary to enable CALA to verify fulfilment of requirements for accreditation.
7. Provide access to laboratory personnel, locations, equipment, information, documents, and records as necessary to verify fulfilment of requirements for accreditation.
8. Participate in assessments at required intervals, arrange the witnessing of testing when requested, and satisfactorily respond to any nonconformities within the timeframes specified.
9. Have legally enforceable agreements with laboratory clients that allow CALA assessment teams on the clients site, in the event that the testing or sampling to be assessed is located at a client's site.
10. Commit to follow requirements specified in P03 – CALA *Publicity Policy* and P23 – License Agreement for Use of the CALA Accreditation Symbol and/or the Accredited Lab Combined ILAC MRA Mark.
11. Claim accreditation only with respect to the scope for which accreditation has been granted and to not use accreditation in a manner as to bring CALA into disrepute.
12. Inform CALA, within 30 days, of any changes in ownership or organization of the accredited facility. This includes a change in location, or any changes in personnel, facilities, equipment or procedures that may affect the ability to produce quality data for those tests for which accreditation has been granted.
13. Assist in the investigation and resolution of any accreditation-related complaints.

14. Analyze Proficiency Testing samples as per P02-03 - *CALA Proficiency Testing Policy for Accreditation* at the facility specified in the application form.
15. Complete and submit by the due date, a biennial surveillance questionnaire.
16. Agree that method references listed on the accredited Scope of Testing are current and accurate.
17. Participate in additional PT studies (e.g., APAC studies, studies organized by regulators) as requested by CALA.
18. Comply with all laws and regulations concerning those tests for which accreditation and/or proficiency testing recognition has been granted.
19. Acknowledge and agree that all dealings between the laboratory and CALA shall be governed by the laws of the Province of Ontario (without reference to its choice of laws and conflict of law rules). Any action or proceeding commenced by either party against the other shall be commenced at and heard in the City of Ottawa, Ontario, Canada, and each party irrevocably submits to the jurisdiction of the courts of the Province of Ontario and waives any objection they may have to either the jurisdiction of or venue in such courts.
20. Acknowledge and agree that CALA, and CALA's directors, officers, employees, and agents shall not be liable to the laboratory for any claims, damages, expenses, demands, losses, including lost revenue or profits, or any special, consequential or indirect damages whatsoever, arising from or incidental to the accreditation, suspension or withdrawal of accreditation, including without limitation, in the event when, following an appeal instituted by the laboratory, the accredited status of the laboratory is reinstated by CALA, or to any other services offered by CALA, including without limitation, its published Directory of Accredited Laboratories
21. Recognize the right of CALA to suspend or withdraw accreditation for any breach of these TERMS AND CONDITIONS OF ACCREDITATION or for any failure to meet the performance criteria specified by the CALA Laboratory Accreditation Program.
22. Notify clients without undue delay if the scope of accreditation has been suspended, reduced, or withdrawn, and the associated consequences of the suspension, reduction or withdrawal of accreditation.

1.2 TERMS AND CONDITIONS APPLICABLE TO LABORATORIES LICENSED UNDER THE ONTARIO SAFE DRINKING WATER ACT (OSDWA)

23. The Laboratory authorizes the Canadian Association for Laboratory Accreditation Inc. (CALA) to release and disclose to the Ontario Ministry of Environment, Conservation and Parks (MECP), any and all documents and records in the possession or control of CALA with respect to the accreditation of the Laboratory, that are requested by the MECP.
24. Understand and agree that notice of all suspensions and revocations of the Laboratory's accreditation with respect to Ontario drinking-water tests will be posted on CALA's website.
25. Understand and agree that the Confidential Information, or parts thereof, released by CALA to the MECP with respect to the Laboratory's drinking-water testing accreditation application and accreditation status will be made available to the public in a form and manner determined by the MECP.

1.3 TERMS AND CONDITIONS APPLICABLE TO LABORATORIES CONDUCTING TESTING FOR LEGISLATION ENFORCED BY THE CANADIAN FOOD INSPECTION AGENCY (CFIA)

26. The Laboratory authorizes the Canadian Association for Laboratory Accreditation Inc. (CALA) to release and disclose to the Canadian Food Inspection Agency (CFIA), any and all documents and records in the possession or control of CALA with respect to the accreditation of the Laboratory, that are requested by the CFIA.
27. Understand and agree that notice of all suspensions and revocations of the Laboratory's accreditation with respect to tests conducted for legislation under the CFIA will be disclosed to the CFIA and posted on CALA's website.