



PNAC



**PAKISTAN
NATIONAL
ACCREDITATION
COUNCIL**

**Agreement between PNAC and Proficiency
Testing Provider**

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AGREEMENT FOR THE OPERATION OF AN ACCREDITED PROFICIENCY TESTING PROVIDER

This agreement is made on the date shown at section 14 below between (1) the Pakistan National Accreditation Council and (2) the applicant / accredited Proficiency Testing Provider named at section 14.

1. INTRODUCTION

- 1.1 The Pakistan National Accreditation Council (herein referred to as PNAC) is an organization operating under a cabinet decision and is recognized as the sole national body for the accreditation of testing and calibration Proficiency Testing Providers (PTPs) in Pakistan.
- 1.2 This Agreement sets out the relationship between PNAC and Proficiency Testing Providers (PTPs) and the standards and conditions to be met by an accredited Proficiency Testing Provider in the operation of its accredited scope.
- 1.3 Both PNAC and the accredited Proficiency Testing Provider are expected to abide by both the spirit and intention of this Agreement and with the requirements set out in this document.

2. ACCREDITATION OF A PROFICIENCY TESTING PROVIDER

- 2.1 Proficiency Testing Providers (PTPs) are accredited against the International standard ISO/IEC 17043 and PNAC criteria for competence, APLAC and ILAC requirements. Guidance documents are issued from time to time to amplify or explain issues of relevance to accredited Proficiency Testing Providers (PTPs). The criteria laid-out in ISO/IEC 17043 will normally be taken as the basis for assessing the competence of Proficiency Testing Provider, but additional or alternative criteria may be prescribed at the discretion of PNAC.

- 2.2 PNAC will apply its accreditation criteria consistently and will provide suitably qualified personnel for assessment of the applicant Proficiency Testing Provider either by direct deployment of PNAC's own staff or by sub-contract to PNAC approved assessors. PNAC will determine the appropriate assessment team for each Proficiency Testing Provider assessment. The applicant Proficiency Testing Provider will be given notification of the assessment team in advance and the Proficiency Testing Provider may raise objections to individual members on reasonable grounds.
- 2.3 A Proficiency Testing Provider applying for accreditation will undergo assessment by PNAC to enable PNAC's assessors to determine the competence of the Proficiency Testing Provider and its conformity with ISO/IEC 17043 against which accreditation is sought. If the non-conformities (NCs) identified during the full assessment are not closed within the specified period of three months, the Proficiency Testing Provider has to undergo a full assessment or an extraordinary assessment as decided by Program Manager concerned. If the NCs are not closed within five months the lab has to re-apply as a new applicant.
- 2.4 After closing of all non-conformities accreditation is granted, an accreditation certificate will be issued to the Proficiency Testing Provider.
- 2.5 For PTPs when NCs were closed within the three months period the first surveillance will be conducted within 12 months of the full assessment. For PTPs where NCs were closed after three months the first surveillance will be conducted after six months.
- 2.6 An accreditation certificate is granted for a defined period on the condition that the accredited Proficiency Testing Provider:
- (a) Complies with the terms of this Agreement
 - (b) Complies with the conditions of accreditation G-02/04

- (c) Demonstrates continuing conformity with ISO/IEC 17043, PNAC regulations (the requirements/policies) and APLAC & ILAC requirements.
 - (d) Demonstrates continuing competence within the scope of its accreditation
 - (e) Give such undertakings as PNAC may reasonably require
 - (f) Pay such fees as are due to PNAC
- 2.7 The scope of accreditation is set out in the scope attached to the accreditation certificate, which PNAC grants to each accredited lab.
- 2.8 PNAC will indicate how continuing conformity with the requirements will be monitored to ensure that the accredited Proficiency Testing Provider can maintain its accredited status. The frequency with which each PTP is subject to surveillance and re-assessment will be determined by PNAC with reference to the scope of the accredited activity of the Proficiency Testing Provider. PNAC reserves the right to carry out additional or unscheduled surveillance or re-assessment visits at intervals other than those predetermined, as it may reasonably require. A full re-assessment will be undertaken by PNAC usually about every fourth year, after completing a three year accreditation cycle.
- 2.9 If an accredited Proficiency Testing Provider fails to comply with the terms of this Agreement, or any undertakings given to PNAC, the relevant accreditation criteria or the conditions for the use of the Accreditation Mark, PNAC may suspend, withdraw or reduce the scope of an accreditation; impose a moratorium on the issue of accredited certificates or extensions to scope; require re-assessment; or impose other sanctions as appropriate.
- 2.10 Additionally, PNAC reserves the right to withdraw or suspend accreditation as mentioned in G-02/02 and G-02/04:-
- (a) If a PNAC accredited Proficiency Testing Provider, being a company, enters into liquidation, whether compulsory or voluntary (but not necessarily including liquidation for the purposes of reconstruction), or

- has a receiver for its business appointed;
- (b) If a Proficiency Testing Provider fails in any respect to comply with the law of the land;
 - (c) If there is any complaint against the PTP
 - (d) If an accredited Proficiency Testing Provider fails to pay any fees due to PNAC;
 - (e) If an accredited Proficiency Testing Provider misuse logo/accreditation mark;
 - (f) If a lab fails to take immediate corrective actions within specified time of six weeks after surveillance.
- 2.11 PNAC fees are reviewed annually and are subject to alteration. PNAC normally expects that this review will be completed by 31 December in any year and published for implementation with effect from the start of the next PNAC financial year (i.e. from 1 July in any year). Accredited Proficiency Testing Providers will be provided with an annual financial quotation for PNAC's estimated charges for the following year based on PNAC's assessment of the appropriate level of monitoring for that Proficiency Testing Provider's scope. The quotation will not be exceeded unless there has been an agreed increase in the work to be carried out or there is some justification to increase in the light of unforeseen changes in the accredited activities/scope.
- 2.12 All information gained by PNAC and its staff in PNAC's direct dealing with accredited Proficiency Testing Providers other than information already in the public domain will be treated as confidential and will not, subject to the law of the land, be divulged without prior written consent of the accredited Proficiency Testing Providers.
- 2.13 Accreditation should not be regarded as, in any way, changing the contractual responsibilities between the accredited Proficiency Testing Providers and its client. While accreditation is the indication of the integrity and competence of the accredited Proficiency Testing Providers, it cannot be taken to constitute an undertaking by PNAC that the accredited Proficiency Testing Providers

will maintain a particular level of performance during the period of accreditation.

3. **CONDITIONS TO BE MET BY THE ACCREDITED PTP**

3.1 The accredited Proficiency Testing Providers (PTPs) shall:

- (a) Offer PNAC and its representatives such reasonable access and cooperation as necessary to enable PNAC to monitor conformity with this Agreement and ISO/IEC 17043. The accredited PTPs shall also use reasonable endeavors to provide access to PNAC assessors and experts to its clients' premises to conduct such assessment activities as PNAC shall reasonably require.
- (b) Undertake any reasonable check calibrations or tests, which may include measurement audits and proficiency testing, to enable PNAC verify the testing capability of the Proficiency Testing Provider.
- (c) Prepare, pack and dispatch calibration items, test pieces, samples or other items needed by PNAC for verification purposes.
- (d) Permit scrutiny by PNAC and its representatives of calibration certificates, test reports, test certificates and other records relevant to accredited activities
- (e) Permit scrutiny by PNAC and its representatives of the results of the Proficiency Testing Provider's own internal quality audits, measurement audits or proficiency tests.
- (f) It is obligatory for all PTPs to provide reports of each round directly to PNAC with labs codes.**

3.2 The accredited PTPs shall:

- (a) at all times comply with the terms of this Agreement, with the requirements of ISO/IEC 17043, and with PNAC criteria of competence.
- (b) at all times comply with G-02/02, G-02/04 and all the policies of PNAC for conformity assessment bodies (available on www.pnac.org.pk)

- (c) only claim that it is accredited in respect of those activities which are the subject of the scope of accreditation attached to the accreditation certificate issued to it by PNAC from time to time and which are carried out in accordance with this Agreement and the requirements of ISO/IEC 17043.
- (d) Use the Pakistan National Accreditation Council (PNAC) Mark only on those certificates and reports covering PT Scheme (s), which fall within its accredited scope. Certificates/Reports of proficiency testing may not contain results of non-accredited activities. The accredited Proficiency Testing Providers shall only use the appropriate mark or make reference to PNAC accreditation in the manner prescribed by PNAC;
- (e) maintain impartiality and integrity with its clients;
- (f) pay to PNAC any outstanding fees prior to accreditation and pay promptly all fees due to PNAC, in accordance with the Fee Schedule issued by PNAC from time to time;
- (g) not use its accreditation in such a manner as to bring accreditation into disrepute, and take appropriate steps to correct any statement which PNAC considers to be misleading;
- (h) upon the withdrawal of accreditation, however determined, discontinue forthwith the use of any reference to accreditation, withdraw all advertising matter which contains any reference thereto, return the certificate of accreditation, discontinue issue of accredited certificates, and take such action with existing clients holding accredited certificates as PNAC may require
- (i) claim that it is accredited only in respect of proficiency testing services for which it has been granted accreditation and which are carried out in accordance with this agreement and the criteria of competence prescribed by PNAC,
- (j) ensure that accredited certification/reports shall not be used by itself or its clients for promotional or publicity purposes in any way that PNAC considers to be misleading, and take such immediate steps as PNAC may require to correct any such misleading use (Guideline on the use

of logo as accreditation mark G-02/02).

- 3.3 For promotional purpose, the accredited Proficiency Testing Providers may use in documents brochures or advertising media, without variation, the phrases “an accredited Proficiency Testing Provider listed under PNAC certification number” and “ listed in the PNAC directory of accredited Proficiency Testing Providers under certification number.....”
- 3.4 The accredited Proficiency Testing Providers (PTPs) shall inform PNAC of any changes which it is planning and which bear on the accredited Proficiency Testing Provider’s conformity with this agreement and ISO/IEC 17043 or otherwise affecting, or potentially affecting, the accredited Proficiency Testing Provider's capability or scope of accreditation, as soon as possible, or, in any event, at least fourteen days prior to implementing any such change.
- 3.5 The accredited Proficiency Testing Providers shall inform PNAC as to planned changes in its :-
- a) ownership/top management,
 - b) legal, commercial or organizational status,
 - c) organization and management, e.g. key managerial staff,
 - d) policies or procedures including its documented management system
 - e) staff, equipment, methods facilities, working environment or other resources, where significant
 - f) location of its premises
 - g) the Proficiency Testing Provider's authorized signatories,
 - h) and also inform PNAC of other such matters that may affect or potentially affect the accredited Proficiency Testing Provider's capability, or scope of accredited activities, or conformity with the requirements in this agreement.
- 3.6 An accredited Proficiency Testing Provider wishing to relinquish its PNAC accreditation shall give at least ninety days’ written notice to PNAC of its intent, stating the arrangements made for protection of clients holding

accredited certificates and reports settlement of PNAC fees, and the return of the certificate of accreditation.

- 3.7 Financial arrangements between an accredited body and its client are not the responsibility of, and are not subject to the control of, PNAC. However, information contained therein may be subject to review by PNAC.

4. OBLIGATIONS OF THE ACCREDITATION BODY

- 4.1 The PNAC will give due notice to the accredited PTPs of any proposed major changes/requirements such as fee relating to this Agreement. These changes shall be mutually agreed between PNAC and the accredited Proficiency Testing Providers, which shall be given such reasonable time as is necessary to make any adjustments to its procedures. The accredited Proficiency Testing Providers shall notify PNAC when such adjustments have been completed.
- 4.2 Any notice or other communication given or sent by PNAC to an accredited Proficiency Testing Provider in connection with, or under, this Agreement, shall be deemed to be duly given or sent if dispatched by post to the address of the accredited Proficiency Testing Providers last known to PNAC and shall be deemed to be given at the time when the same would have been delivered in the ordinary course of post.
- 4.3 PNAC shall make publicly available information about the current status of the accreditations that it has granted to CABs on its website, which will be updated regularly. The information shall include name and address of each CAB, date of granting accreditation and expiry dates, scopes of accreditation.
- 4.4 PNAC shall provide guidelines/information on traceability for the scope for which accreditation is granted.
- 4.5 PNAC Shall inform its CABs about the international arrangements, once signed

5. APPEALS

5.1 Appeals will be considered only against an accreditation decision made by PNAC. An accreditation decision is a decision by PNAC to grant, curtail, suspend or withdraw accreditation or when PNAC grants, or denies, an extension to scope. Such a decision by PNAC shall stand pending for the period before the closure of the appeal.

5.2 Appeals in writing against a decision made by PNAC will be processed in accordance with the PNAC Appeals Procedure. The Appeals procedure is available on request.

6. COMPLAINTS

6.1 Any complaint against PNAC should be addressed to the Director General, PNAC in writing.

6.2 Any complaint against accredited Proficiency Testing Providers (PTPs) should be made to the Program Manager Accreditation Proficiency Testing Providers (PTPs) in writing.

7. ASSIGNMENT

Except as otherwise agreed by the parties in writing, accreditation shall not be assigned to any other organization.

8. LIABILITY

No representation, promise or warranty, expressed or implied, is or will be made or given as to the accuracy or completeness of any information, review, assessment or advice supplied, made or given by PNAC (or any of its directors, program manager, employees or sub-contractor) in the course of providing services pursuant to this agreement and no director, employee or sub-contractor of PNAC is authorized (nor shall any such person be deemed to have been given any such authority), to make or give any such representation, promise or warranty, and any such representation, promise or warranty purported to be so made or given shall not be relied upon by the accredited Proficiency Testing Providers (PTPs).

9. FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed shall give rise to any claim against such party or deemed to be a breach of contract to the extent that such failure or omission rises from causes reasonably beyond the control of such party.

10. INDEMNITY

The accredited Proficiency Testing Provider undertakes to indemnify PNAC against any losses suffered by or claims made against PNAC as a result of misuse by the accredited Proficiency Testing Provider of the license or mark granted by PNAC as a result of any breach by the accredited Proficiency Testing Provider of the terms of this agreement.

11. CONDITIONS GOVERNING THE USE OF THE ACCREDITATION MARK BY THE PROFICIENCY TESTING PROVIDER

The accredited lab will be provided with guidance (G-02/02) governing the use of the Accreditation Mark and hereby agrees to comply with them and to take all reasonable steps to ensure that compliance with these conditions is enforced amongst its customers.

12. LAW

This agreement shall in all respects be construed and operate as an Agreement made in Pakistan and in conformity with Pakistani Law and the construction and validity shall be governed by the Laws of Pakistan.

13. ARBITRATION

All disputes, differences or questions at any time arising between the parties as to the construction of this agreement or as to any matter or thing arising out of this agreement or in any way connected therewith (which cannot be settled by mutual agreement) shall be referred to a single arbitrator who shall be agreed between the parties or, failing such agreement, who shall be appointed at the request of either party by the Secretary, Ministry of Science & Technology for the time being in accordance with prevailing laws of the Government of Pakistan. The arbitration shall be held in

the City of Islamabad and shall be in accordance with the prevailing laws of Government of Pakistan and any statutory modification or re-enactment thereof for the time being in force.

14. TERMINATION

These arrangements shall continue in force unless and until terminated; by either party upon 90 days' written notice to the other; immediately by decision of the PNAC Director General, in accordance with PNAC procedures.

At the date of termination, the Proficiency Testing Provider's accreditation shall immediately cease to be valid but the accredited Proficiency Testing Providers (PTPs) will remain bound by the relevant conditions of this agreement.

15. I have also read, understood and agree with F-01/02 and F-01/03 documents of PNAC.



Agreement between PNAC and Proficiency Testing Provider (PTP)

F-01/20
Issue Date:16/03/17
Rev No: 03

16. THE PARTIES OF THE AGREEMENT

For the Applicant Proficiency Testing Provider's Use Only

Name:

Official Address:
.....
.....

Signed: Position:

Official Stamp:.....

Date:

For the PNAC Use only

Ref No:

Name :

Address: Pakistan National Accreditation Council,]
Ground Floor, 1-Constitution Avenue,
Opposite Prime Minister Office, G-5/2,
Islamabad, Pakistan

Signed: Position: Program Manager Proficiency Testing
Providers (PTPs)

Date: -----

For PNAC use only

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Ground Floor, 1-Constitution Avenue,
Opposite Prime Minister Office, G-5/2,
Islamabad, Pakistan