

# FEDERATION FOR DEVELOPMENT OF ACCREDITATION SERVICES 118-119, First Floor, Sushant Tower, Sector 56

Gurgaon-122011, Haryana (India)

### A legally enforceable agreement between FDAS and its accredited laboratories (CABs)

**Introduction:** The purpose of this agreement is to comply with the requirement of clause 8.1.1 of ISO/IEC 17011:2017, for protection of confidential information that is submitted to FDAS by applicant CABs (Laboratories) or accessed by FDAS or its representative (Assessors) during the conduct of assessment.

FDAS operates a system that provides recognition to laboratories (CABs) as a third party, after determining its compliance to ISO/IEC 17025: 2017, ISO 15189 (Latest edition) and other applicable norms. FDAS grants accreditation for defined scope. Also, it maintains a website that identifies the accredited laboratories along with its accredited scope to display it's found competence for the benefit of the users of such facilities.

FDAS is committed to maintain confidentiality for other information, including the information that could be proprietary and accessed during process of assessment. The details are given in Agreement.

It becomes legally enforceable agreement between FDAS & CABs after it is signed by the Dealing Accreditation Officer of FDAS and by the authorized signatory from its management to display the commitment of both parties.

#### **AGREEMENT**

## A. Commitment from CABs/laboratories.

- 1. I, as an accredited CAB, authorize FDAS to display, its identity including the address and its scope of accreditation on the website, compendium of accredited CABs or through any other means to display the details of the grant of accreditation with scope.
- **2.** I, as an accredited CAB, authorize FDAS, to use its information available with FDAS to deal with the complaint it might receive from the users of its accredited laboratory or from third party.
- **3.** I, as an accredited CAB, authorize FDAS to share its information that may be confidential in nature with the regulators or govt. agencies, when approached by them.
- **4.** I, as an accredited CAB/laboratory agree that FDAS is free to release confidential information when required by law, and unless prohibited by law FDAS would inform the concerned CAB/Laboratory.
- 5. I, as an accredited CAB, authorize FDAS to maintain confidentiality, about the information it receives from complainant or regulators and desired by them. And agree that FDAS has the right to not to disclose the identity of the sources that provide the information about my CABs.

#### B. Commitment from FDAS.

- 1. FDAS commits to maintain confidentiality about the information it receives from CABs and/or the information it gathers on account of assessment activities.
- **2.** The information that is proprietary in nature would be treated as confidential by it and the members of the assessment team.
- **3.** To maintain confidentiality about the information FDAS receives from CABs/laboratories, or/and gathered during the process of assessment, FDAS is committed to take a pledge from assessors, committee members or anyone else, who may be allowed to have access to such information for discharging his official duties.
- **4.** FDAS shall inform CAB/lab in advance, about the information it intends to place in public domain.

Signature of FDAS Official		Signature of CAB/Laboratory
Signature:		Signature:
Name:		Name:
Designation:		Designation:
Place & Date:		Place & Date:
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Seal of FDAS Seal of CAB