



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 its 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.

To make it legally enforceable this agreement is reproduced in a judicial stamp paper of Rs. 10.00 and to be signed by the Dealing Accreditation Officer of FDAS and by the applicant CAB (laboratory) through its authorized signatory to display the commitment of both parties.

AGREEMENT

A. Aspects of the commitment from CABs/laboratories.

1. I as an accredited CAB*, authorize FDAS to display its identity including the address and its scope of accreditation in its website, compendium of accredited CABs or through any other means to claim the details of graining accreditations with scope.
2. I as an accredited CAB, authorize FDAS to use its information available with it to deal with the complaint's 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 if it desired by them. And FDAS reserves its right to not to disclose the identity of the sources that provide the information about the CABs.

B. Aspects of the 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: _____
Name: _____
Designation: _____
Place & Date: _____

Signature of CAB/Laboratory
Signature: _____
Name: _____
Designation: _____
Place & Date: _____

*Actual name of CAB to be mentioned in judicial stamp paper, one copy of it to be retained by each party.