

P04-01 – Terms and Conditions of Accreditation  
and/or Proficiency Testing  
**Revision 1.4** – July 9, 2018

Accreditation Program for Testing Laboratories

Proficiency Testing Program for Testing Laboratories



# TERMS AND CONDITIONS OF ACCREDITATION AND/OR PROFICIENCY TESTING

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

## 1.1 General Terms And Conditions

1. Acknowledge that these Terms and Conditions of Accreditation and/or Proficiency Testing may change at any time.
2. Pay the appropriate fees as detailed in P02-02-CALA Program Description-Fee Schedule.
3. Conform to the Q05 - CALA Code of Ethics.
4. Conform to the publicity guidelines specified by CALA (P03 - CALA Publicity Policy).
5. Comply with all laws and regulations concerning those tests for which accreditation and/or proficiency testing recognition has been granted.
6. 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.
7. Comply with modifications to requirements following due notice (which may be given by CALA newsletter, e-mail and/or hard copy by mail) of changes by CALA to the criteria, requirements, or conditions for CALA Programs, in a timeframe that, in the opinion of CALA, is reasonable.

## 1.2 Terms And Conditions Applicable To The CALA Proficiency Testing Program Only

8. Analyze Proficiency Testing samples, at required intervals, at the facility specified in the Application. Provide the results to CALA, in the manner specified, by the due date specified on the Instruction Sheet (provided with the samples or available on the CALA Web site). The samples must be treated as "routine samples" (i.e., defined as the work flow and level of effort followed for the majority of customer samples analyzed using the registered method).
9. Comply with the Proficiency Testing related policies as detailed in PT15-02 - CALA PT Program - Policies.
10. 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 suspension or withdrawal of proficiency testing recognition by CALA, including without limitation, in the event when, following a dispute or an appeal instituted by the laboratory, the proficiency testing recognition status of the laboratory is reinstated by CALA, or to any other services offered by CALA, including without limitation, its published PT Directory of Laboratories.

11. Recognize the right of CALA to suspend or withdraw proficiency testing recognition for any breach of paragraphs 1 to 10 of these TERMS AND CONDITIONS OF ACCREDITATION AND/OR PROFICIENCY TESTING or for any failure to meet the performance criteria specified by the CALA PT Program.

### **1.3 Terms And Conditions Applicable To The Accreditation Program Only**

12. Comply with the requirements and conditions contained in the latest edition of ISO/IEC 17025 and other relevant requirements which CALA publishes; and demonstrate competency in those tests for which accreditation has been granted.
13. 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.
14. Analyze Proficiency Testing samples, at required intervals, at the facility specified in the Application, as per P02-03 - *CALA Program Description - Proficiency Testing Policy for Accreditation*.
15. Participate in assessments at required intervals and satisfactorily respond to any Required Actions "A" and "B" within the times specified.
16. Complete and submit by the due date, a biennial surveillance questionnaire.
17. Agree that method references listed on the accredited Scope of Testing are current and accurate.
18. Participate in international PT studies (e.g., APLAC studies) as requested by CALA.
19. 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.
20. Recognize the right of CALA to suspend or withdraw accreditation for any breach of paragraphs 1 to 7 and paragraphs 12 to 19 of these TERMS AND CONDITIONS OF ACCREDITATION AND/OR PROFICIENCY TESTING or for any failure to meet the performance criteria specified by the CALA Laboratory Accreditation Program.

## **1.4 Terms And Conditions Applicable To Laboratories Licensed Under The Ontario Safe Drinking Water Act (OSDWA) Only**

21. The Laboratory authorizes the Canadian Association for Laboratory Accreditation Inc. (CALA) to release and disclose to the Ontario Ministry of Environment, Conservation and Parks (MOECP), 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 MOECP.
22. 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.
23. Understand and agree that the Confidential Information, or parts thereof, released by CALA to the MOECP 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 MOECP.

## **1.5 Terms And Conditions Applicable To Laboratories Conducting Testing for Legislation Enforced by the Canadian Food Inspection Agency (CFIA) Only**

24. 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.
25. 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.