

## **UNITED STATES ACCREDITATION BOARD**

# TERMS AND CONDITIONS FOR PRODUCT CERTIFICATES

### **SYSTEM MANAGEMENT**

United States Accreditation Board (USAB) require their accreditation services test and calibration laboratories and product certifiers and medical laboratories (hereinafter referred to as Organisations), to comply with the USAB contract, operating procedures and their own management system in accordance with ISO 17025/ISO IEC 17065 or ISO 15189 and cognizant of ISO 9001. Accreditation services organizations shall supply such reasonable evidence of compliance as is deemed necessary by USAB. from time to time. Failure to submit satisfactory evidence may lead to accreditation services visits which willbe charged at the current rate. Unless defined elsewhere in correspondence between USAB and the organization the current rate is three pounds and fifty pence sterling a minute and a standard day is two hundred and twenty-five minutes.

### **CERTIFICATES AND LOGOS**

An Organization may apply the USAB logo and certificates only in respect of their equipment's, products and processes assessed and certificated, and to bring to the attention of customers, when reasonable and appropriate, any areas of business for which it has not been subject to accreditation services. Use of the USAB logo is allowed only following payment to USAB. by the organization in receipt of accreditation services. Organizations are liable for the accreditation services fee due in respect of their gross turnover excluding value added taxes. Use of any other accreditation logo in respect of USAB is not authorized and is outside the scope of USAB. jurisdiction. Copyright and all other intellectual property rights deriving from our work and work performed and delivered and claimed by

the organization as falling within the jurisdiction of USAB accreditation services remains with USAB unless otherwise agreed with USAB in writing.

### **NOTIFICATION**

Any notice under these Terms and Conditions or requirement of the quality management system of USAB. or the contracts between USAB and Organizations in receipt of accreditation services shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it or sending it by prepaid recorded delivery or registered post. Anynotice served by post shall be deemed to have been served seventy-two hours from the time of posting or if outside of the UK, ten days from the date of posting. In proving such service, it shall be sufficient to prove that the notice was properly addressed and was posted.

# TERMINATION OF THE CERTIFICAND REGISTRATION

USAB will withdraw the certificate which is at all times the property of USAB, and the use of its logo from any Organization who does not comply with these Terms and Conditions. The Organization upon notification of the termination of registration shall immediately discontinue use of the USAB logo and all advertising matter which contains them or any reference thereto. In addition, any other documents in the possession of the organization which bear reference to USAB shall if USAB so desire it, be so treated as to erase it.



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#### **ACCREDITATION**

Accreditation services are applicable only to certificates issued by the Organization for standards that are defined in the Memorandum of Understanding between the organization and USAB and unless stated to the contrary USAB certificates signify that in the opinion of USAB and its servants the organization in receipt of accreditation services who is named in the certificate issued by USAB has demonstrated an acknowledgement of the benefits and desirability of being registered with regard to the scope of activities and standards specified on the registration certificate and of the memorandum of Understanding. In issuing the certificate USAB is confirming registration of the Organization in the USAB list of registered bodies. Organizations are advised that activities covered by European Directive 765/08 -Conformity Assessment, and similar, are proscribed by these terms and conditions and thatfull compliance with any standard referenced in the scope of certificates is not certificated as certain factors such as the sample nature of assessments and the compliance by the registered organization with their own procedures at times when USAB are not present and other matters is beyond the control of USAB Registered Organizations are advised that the opinion of any other organization or individual with regard to compliance with any standard that may be quoted in the scope of certificates or the inference of the term "accreditation" may be different to that of USAB and its servants but nonetheless compliance is not the subject of the certificate.

# FURTHER ADVICE, AUTHORITY & ACCREDITATION

Organizations and clients are advised to take expert advice when engaging accreditation services. The authority vested in USAB is that assigned to them by the organization in respect of the accreditation services contracted and no claim as to statutory, legislative, authority, prominence or right given by any other party unless specified by USAB is claimed. Organizations are instructed to avoid saying, implying or causing to be inferred that, under the auspices of USAB registration they act with the support. approval or license of the Government of the United Kingdom or of the European Commission or any other statutory or Government office of any nation or state.

### LAW

These conditions and the activities of USAB are subject to the laws of the United Kingdom of England. USAB shall not be liable retrospectively for consequences, costs or damages arising from changes or introduction of such laws or Government Instruments which may subsequently invalidate USAB activities.

#### **PAYMENTS**

USAB require their registered Organizations to pay fees in advance or by an approved alternative method defined in writing, to maintain their registration and that of their certificated firms.