



SINGAPORE ACCREDITATION COUNCIL

SAC 01
Terms and Conditions for Accreditation

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1 General

1.1 The Singapore Accreditation Council

1.1.1 The Singapore Accreditation Council (SAC) was established under the then Singapore Confederation of Industries (SCI) by an agreement made between the Ministry of Trade and Industry (MTI) and SCI through a Memorandum of Understanding (MOU) on 12 September 1996.

1.1.2 SAC was transferred to the Standards, Productivity and Innovation Board (SPRING Singapore) on 1 April 2002. The transfer was a decision by the Singapore government to have a national standards and accreditation regime to represent Singapore internationally across the whole spectrum of industries. Being a government national accreditation body, it will facilitate the establishment of government-to-government mutual recognition agreements, which is an essential element of the free trade agreements with our major trading partners.

1.2 SAC Council

1.2.1 The SAC Council is the governing body for accreditation schemes relating to conformity assessments in Singapore. The SAC Council functions independently and is responsible for all decisions on accreditation. It comprises representatives of the various interest groups concerned with conformity assessments including government, manufacturing and service industries, professional organisations, procurement agencies and conformity assessment bodies. The composition is balanced with no single interest predominating.

1.2.2 The Council is the highest body for all decisions on the accreditation activities that it undertakes. It may however delegate the accreditation decision to its Council Committees for the various accreditation schemes. It is responsible for establishing policies, reviewing and advising on the financial management, and smooth operation of the accreditation schemes.

2 Scope

2.1 This document is applicable to all applicants and accredited organisations of SAC accreditation schemes. Participation in the schemes is voluntary. All participants shall adhere strictly to the SAC terms and conditions at all times.

2.2 These terms and conditions should be read in conjunction with the other accreditation criteria documents of the respective schemes.

3 Obligations of the Accredited Organisations

3.1 Accredited organisations shall comply with the following conditions:

- (a) Offer to all customers a standard of service consistent with the SAC terms and conditions and maintain impartiality and integrity in all operations;
- (b) Immediately notify SAC, where applicable, on any of the following:
 - (i) any change in its legal, commercial, ownership or organisational status;
 - (ii) any changes in organisation, top management and key personnel e.g. key managerial staff, management representative and approved signatories who could affect the performance or competence of the accredited organisation;
 - (iii) plans to conduct any accredited activities outside the Republic of Singapore;
 - (iv) change of resources and premises;
 - (v) any lawsuit or criminal investigation of the accredited organisation or its staff ;
 - (vi) any changes to the scope of accreditation;
 - (vii) any significant changes in main policies; and
 - (viii) any other matters that may affect the ability of the accredited organisation to fulfil requirements for accreditation.
- (c) Adhere to the rules for the use of the SAC Accreditation Marks and reference to accreditation status as stipulated in SAC 02;
- (d) Issue accredited management systems certificates for all accredited scopes (applicable to management systems certification bodies only)
- (e) Not to use the accreditation status in such a manner as to bring SAC into disrepute and not make any statement related to the accreditation which SAC may consider misleading or unauthorised;
- (f) Provide reasonable facilities, such as accommodation, cooperation, and access to documentation, inspection methods, test / calibration standards, personnel, inspection site, calibration and testing areas for the assessors and SAC staff, to discharge their duties throughout the assessment process and resolution of complaints. This include reserving a right to visit any certified organizations of SAC accredited certification bodies as a means of verification that audits are properly conducted.

- (g) Make prompt payment to SAC of all the necessary fees levied by SAC;
- (h) Upon the withdrawal of accreditation forthwith discontinue its use of reference to accreditation and withdraw all advertising materials which contains any reference to accreditation;
- (i) Make a clear and unequivocal statement in all contacts with its customers that a certificate of accreditation in no way implies that the product or service is approved by SAC;
- (j) Not represent or hold itself out as being the agent or partner of SAC or make any representations on behalf of SAC;
- (k) Ensure the standard of service and integrity of reports are maintained during relocation. Accredited reports can continue to be issued prior to SAC verification of continual compliance at the new location. Should subsequent findings from SAC during the reassessment show the accreditation requirements are compromised, this may warrant for recall of reports issued; and
- (l) At any point in the application or during initial assessment process, if there is evidence of fraudulent behaviour or if the conformity assessment body intentionally provides false information or if the conformity assessment body conceals information, SAC shall reject the application.

4 Confidentiality

- 4.1 All information provided by any applicants in relation to preliminary enquiries or to an application for accreditation and all information obtained in the course of, or in connection with, an assessment of an accredited organisation shall be completely confidential. SAC staff, SAC Council members, Council Committee members, Technical Committee members, Review Committee members and assessors undertake to always observe the duty of confidentiality provided. PROVIDED ALWAYS, this clause shall not apply to information in the public domain and information in the possession of SAC prior to submission by the applicant.
- 4.2 SAC shall not disclose confidential information about a particular accredited organisation without written consent of the accredited organisation, except where the law requires such information to be disclosed without such consent.

5 Conflict of Interest

- 5.1 Members of the SAC Council, Council Committees, Technical Committees, review committees and assessment teams considered to have commercial, financial or other pressures or conflicts of interest that might cause them to act in other than an impartial or non-discriminatory manner shall not be

involved in the assessment and evaluation of an applicant / accredited organisation.

5.2 An applicant / accredited organisation shall liaise with the SAC secretariat on all matters relating to accreditation, and shall not communicate directly with any of the committee members and assessors on such matters.

5.3 An applicant / accredited organisation shall be informed of the appointment of the assessment team and may object to the appointment only once, on valid grounds such as conflict of interest. The applicant / accredited organisation shall accept any reappointment of the assessment team by SAC.

6 Complaints

6.1 Any complaints should be made in writing to the Director and such complaints should bear the name, designation, company and signature of the sender.

6.2 Any written complaints shall include objective evidence(s) to support the complaints, where possible.

6.3 Any written complaints received will be duly acknowledged and the sender will be informed of the outcome.

6.4 Unannounced assessments may be conducted to investigate a complaint against an accredited organisation. SAC reserves the right to conduct unannounced visits when the need arises.

7 Suspension, Withdrawal and Reinstatement of Accreditation, and Re-Application

7.1 Suspension and Withdrawal of Accreditation

7.1.1 A suspension or withdrawal may be made against an accredited organisation for any or all scopes included in the scope of accreditation for such period as the Council Committee may determine if it is satisfied that the organisation has:

- a) not maintained a standard of practice complying with the accreditation criteria;
- b) violated the terms and conditions for the accreditation stipulated in SAC 01;
- c) failed to provide reasonable facilities for the assessors to discharge their duties;

- d) failed to rectify the non-conformities within the agreed time frame. These may include retrieval and re-issuing of the affected certificates/reports;
- e) failed to submit the corrective actions within the agreed time frame without valid reason; or
- f) failed to pay all necessary fees levied by SAC.

7.1.2 Where any failure to comply with any criteria of accreditation is, in the opinion of the Council Committee, of a temporary nature and rectification will not be immediate, SAC may retain accreditation on a suspended basis for any or all of its accredited scopes.

7.1.3 SAC shall withdraw the accreditation when departures from the accreditation criteria, which lead to suspension of accreditation, are not rectified within the stipulated time frame, normally not more than one year.

7.1.4 SAC shall inform the accredited organisation in writing of the suspension or withdrawal and the reasons for the suspension or withdrawal. The organisation shall have the right to appeal to the SAC Council.

7.1.5 No accreditation shall be suspended or withdrawn unless SAC has:

- a) served at least two weeks' written notice to the accredited organisation, stating the grounds for the suspension or withdrawal; and
- b) considered any written appeal from the accredited organisation received during these two weeks.

7.1.6 During the two weeks' notice, the status of accreditation of the organisation is considered to be in temporary suspension and no accredited certificates/reports shall be issued.

7.1.7 If a written appeal has been received, the SAC Council shall convene an Appeal Committee chaired by a SAC Council member and comprising of members not involved in the evaluation of the organisation to consider the explanations given, and if the organisation so wishes, shall provide an opportunity for the accredited organisation to be heard as soon as possible. Where necessary, appropriate technical experts may be co-opted to assist the SAC Council in hearing the appeal.

7.1.8 If no appeal has been received by the SAC Council against the notice of suspension or withdrawal, or if in the opinion of the SAC Council the explanations submitted are not satisfactory, SAC shall, on the expiry of the notice, suspend or withdraw the accreditation and inform the organisation in writing. Relevant stakeholders will be informed of the suspension or withdrawal. The suspension or withdrawal of accreditation will be highlighted in the SAC website.

- 7.1.9 Any accredited organisation may voluntarily withdraw its accreditation by giving two weeks written notice to SAC.
- 7.1.10 An organisation whose accreditation has been voluntarily withdrawn, withdrawn by SAC or suspended shall not issue SAC accredited certificates/reports or represent or imply in any way to any party that its accreditation under SAC is operative.
- 7.1.11 An organisation whose accreditation has been withdrawn shall return the Certificate of Accreditation and all other appropriate documents to SAC immediately.
- 7.1.12 For certification bodies, the organisation shall provide its customer with information on the withdrawal of its accreditation and on its consequences. (Reference: IAF/ILAC A5 Clause M.8.3.2.1)

7.2 Reinstatement of Accreditation

- 7.2.1 An organisation whose accreditation has been suspended in part or in full may have its accreditation reinstated subject to a re-assessment. The organisation shall satisfy all the criteria of a formal assessment and the award of accreditation.

7.3 Re-Application

- 7.3.1 An organisation whose accreditation has been withdrawn by SAC may re-apply one year after its withdrawal date and shall be considered as a fresh applicant.
- 7.3.2 An organisation that has withdrawn its accreditation may re-apply and shall be considered as a fresh applicant.
- 7.3.3 SAC will not accept the application of any organisation for any accreditation programmes if SAC had previously suspended or withdrawn that organisation's accreditation for the full scope for three times or more. This will also apply to any organisation with the same owner(s) as the organisation which had its accreditation suspended or withdrawn as aforesaid.

8 Appeal

- 8.1 Appeals made in writing against any decision for refusal or suspension or withdrawal of accreditation or any disputes concerning the interpretation of criteria must be made no later than two weeks from the date of refusal, suspension, withdrawal or disputes. Such appeal, which shall be submitted to Director, will be considered by the Council acting on the advice of an Appeal Committee. The Committee appointed in respect of each appeal shall consist of a Chairman and at least two members of the Council or Council Committee, none of which shall have any direct

commercial interest in the subject of appeal. The Committee may co-opt technical experts as and when required.

- 8.2 The decision of the Appeal Committee shall be final and shall not be called into question or subject to review or appeal by any court of law.

9 Significance of Accreditation

- 9.1 Accreditation should not be regarded as in any way diminishing the normal contractual responsibilities between the accredited organisation and its customers. While accreditation is an indication of the integrity and competence of the accredited organisation, it does not constitute a guarantee by the SAC of the competence of the accredited organisation in any particular case.

- 9.2 SAC is in no way responsible for the charging arrangement between an accredited organisation and its customers.

10 Limitation of Liability

- 10.1 SAC shall not be liable to the accredited organisation for any losses, damages or expenses including injury to reputation suffered by the accredited organisation and/or third parties, arising directly or indirectly from the accreditation of the accredited organisation, use of the SAC accreditation marks, assessment activities carried out on the accredited organisation by SAC, its representatives, employees and/or agents or SAC's exercise or performance of its rights, powers, duties or obligations under these Terms and Conditions.

- 10.2 Without prejudice to clause 9.1, in the event that SAC is found liable for any losses, damages or expenses howsoever caused, whether by operation of law or otherwise, the maximum amount of SAC's liability shall be limited to the fees paid by the accredited organisation for the period of the accreditation cycle or \$100,000 whichever is the lower. The accredited organisation agrees that under no circumstances shall SAC be liable for any special, indirect, incidental or consequential loss, damage or expense, however caused including without limitation any loss of profits or prospective profits.

11 Indemnity

- 11.1 The accredited organisation agrees and shall indemnify SAC fully against all losses, damages and expenses suffered by SAC including but not limited to legal costs on a full indemnity basis and all claims by any third parties against SAC, arising directly or indirectly from the accreditation of the accredited organisation, use of the SAC accreditation marks, assessment activities carried out on the accredited organisation by SAC, its

representatives, employees and/or agents or SAC's exercise or performance of its rights, powers, duties or obligations under these Terms and Conditions.

12 Applicable Law

12.1 This terms and conditions shall be construed in accordance with and governed by the Laws of Singapore and the parties hereby agree to submit to the exclusive jurisdiction of the Singapore Courts.

13 Fees

13.1 The fees for accreditation shall be prescribed by the SAC Council and the Council may change the fees from time to time.

13.2 All fees paid by an applicant / accredited organisation are non refundable.

14 Taxes

14.1 An applicant / accredited organisation agrees to indemnify and pay SAC all taxes, levies, and duties including, but not limited to, goods and services tax or withholding tax which the Council may be liable to pay as a result of providing the services to the applicant / accredited organisation.