	UGANDA NATIONAL BUREAU OF STANDARDS LABORATORY RECOGNITION SCHEME	Document No: CERT/LRS/F01	
		Effective Date: 25/10/2019	
Document Title:	LABORATORY RECOGNITION AGREEMENT	Issue No: 01	Rev. 00

LABORATORY RECOGNITION AGREEMENT

This agreement is made on this day of (Month) (year)

BETWEEN

Uganda National Bureau of Standards, a statutory organization under the Ministry of Trade, Industry and Cooperatives established under the UNBS Act Cap 327 of the Laws of Uganda whose principal address is Standards House, Plot 2-12 Bypass Link Bweyogerere Industrial Area and Business Park, Kyaliwajala Road, Bweyogerere, P.O. Box 6329, Kampala, Uganda (hereinafter referred to as “UNBS” or “the Recognition Body”) on one part

AND

Laboratory Name:

....., having its
registered office at.....
(Hereinafter referred to as “Client Laboratory”) on the other part.

UNBS and Client Laboratory shall be collectively referred to as “the Parties” or individually as the “Party”.

WHEREAS:


- a. The Client Laboratory is desirous in seeking recognition for its Laboratory services and/or Management System from UNBS upon terms and conditions set out in this Agreement.
- b. UNBS has agreed that a Recognition Certificate shall be granted to the Client Laboratory in recognizing the conformance of the Client Laboratory’s Management System according to the recognition requirements.

IT IS HEREBY AGREED as follows:-

Article 1: Definitions and interpretations

For the purpose of this Agreement:-

- 1.1 “*Recognised Laboratory*” refers to client laboratory whose laboratory management system has undergone recognition in accordance with scope of recognition by UNBS and complied with the recognition requirements.
- 1.2 “*Recognition Mark*” refers to a protected mark, issued under the rules of Laboratory Recognition Scheme, indicating that adequate confidence is provided that the relevant Management System is in conformity with the recognition requirements.
- 1.3 “*Effective Date*” refers to the decision date of recognition approval by the UNBS Executive Director and shall be the date inserted on the Recognition Certificate.
- 1.4 “*Recognition Certificate*” refers to a document issued by UNBS to the Client Laboratory in recognizing the conformance of the Client Laboratory’s Management System according to the recognition requirements.

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- 1.5 “*Client Laboratory*” refers to the Laboratory, which is granted the Recognition Certificate to use the UNBS Recognition Mark and or Recognition Registration Number.
- 1.6 “*Client Laboratory’s Premises*” refers to any place where the client conducts Laboratory services for the scope covered by recognition.
- 1.7 “*Recognition Requirements*” refers to the documents issued by UNBS describing the rules of recognition and marking.
- 1.8 “*Scope of Recognition*” refers to the recognised personnel, methods, equipment and matrices under the Laboratory Management System which complies with the recognition requirements as granted in the Recognition Certificate.

Article 2: Incorporation of Terms

The Parties hereby confirm and agree to abide by the relevant statutory requirements and recognition requirements during the term of this Agreement.

Article 3: Scope of This Agreement

- 3.1 Provision of recognition services in accordance with recognition requirements and scope of recognition at the Client Laboratory’s request subject to the fulfilment of Client Laboratory’s obligations under clause 6 below.
- 3.2 Grant to the Client Laboratory a non-transferable Recognition Certificate to use the Recognition Mark and or Recognition Registration Number for the scope of recognition in the Laboratory’s Management System upon fulfilment of requirements as shall be specified in the Recognition Certificate.


Article 4: Recognition certificate/certificate Validity Period

- 4.1 UNBS shall issue a recognition certificate on successful completion of the recognition evaluation and review process.
- 4.2 The Recognition Certificate shall be valid for a period of 3 years from the date of the recognition decision stated in the Recognition Certificate.
- 4.3 The Recognition Certificate may subsequently be renewed for another three (3) years or otherwise specified upon expiry, on application by the Client Laboratory at least four (4) months to the expiry of the subsisting recognition period in the prescribed form.
- 4.4 Upon receipt of the application for renewal of recognition, UNBS shall re-assess the Client Laboratory to ascertain that it still meets the requirements for the grant of the Recognition Certificate.


Article 5: Commencement and Period of Agreement

This Agreement shall commence on the effective date and shall be valid according to the validity period of the Recognition certificate unless terminated.

Article 6: Obligations of the Client laboratory

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- 6.1 The Client Laboratory shall comply with the terms and conditions of this Agreement and the recognition requirements.
- 6.2 The client laboratory whose recognition was based on accreditation status shall ensure that at all times it has a valid accreditation as per ISO/IEC 17025 and inform UNBS of any withdrawal of such accreditation.
- 6.3 The Client Laboratory shall timely inform UNBS about the major changes/ breakdown of equipment and shifting of the laboratory etc affecting administration and/or quality of testing of the relevant products.
- 6.4 Not to subcontract any other Laboratory to carry out the recognised tests without the approval of UNBS.
- 6.5 The Client Laboratory shall ensure that all tests or processes relating to the tests are done under one roof to avoid movement of samples and any change or relocation of premises thereof shall be promptly notified to UNBS.
- 6.6 The Client Laboratory shall issue the test report(s) within a week of completion of test(s).
- 6.7 Test reports/Certificate shall include information as per the details given in US ISO/IEC 17025 including information with respect to amendment(s) considered while performing the test, clause reference of the test and its specified values as per relevant US and dates of commencement and completion of testing. The Client Laboratory shall agree to participate in Proficiency testing (PT) /Inter Laboratory Test Comparison Programs organized by UNBS or any other recommended PT supplier for assessing its technical competence. UNBS will not pay any testing charges in this connection when the proficiency testing is organized by UNBS.
- 6.8 The Client Laboratory shall not misuse its recognition in any manner.
- 6.9 When the Client Laboratory carries out its functions for UNBS, it is required to comply with the instruction contained at Clause.6.2 of CERT/LRS/P01 "Instructions for testing of samples by UNBS recognized laboratories" and any specific instructions issued by UNBS.
- 6.10 The Client Laboratory shall provide all reasonable facilities for carrying out the necessary audits done by UNBS for the purpose of licensing/ recognition of supervision whether on initial application, during recognition or on application for renewal.
- 6.11 The Client Laboratory can surrender recognition by giving 30 days' notice in writing to UNBS. The Client Laboratory shall comply with the instructions of UNBS for disposal of pending samples/ remnants.
- 6.12 The Client Laboratory shall pay such fees for application, grant of recognition, renewal, audits and other services as notified by UNBS from time to time.
- 6.13 During deferment of renewal/suspension of recognition, the Client Laboratory shall not accept or test samples meant for UNBS Certification Marks Scheme unless specifically permitted to do so by UNBS.
- 6.14 The Client Laboratory shall ensure integrity and maintain full confidentiality with respect to UNBS samples and samples submitted by UNBS clients.
- 6.15 The Client Laboratory shall document all changes made to the Management System and make records of such changes available to UNBS. However, change in key personnel in relation to Quality Assurance, key technological functions or Senior Management shall be notified to UNBS without any delay. Competence of new Testing Personnel may be assessed by UNBS, if necessary.
- 6.16 The Client Laboratory shall permit access to audit team(s) appointed by the Competent Authority for purposes of assessment. Client Laboratory shall give full details of actions taken in response to complaints or discrepancy in test results and allow access to all relevant records and documents for the purpose of any investigations and provide certified copies thereof.

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- 6.17 The Client Laboratory shall update their test facilities in view of issuance of amendment or revision of any Ugandan and or East African Standard covered in the scope of recognition and confirms availability of appropriate test facilities to UNBS.
- 6.18 The Client Laboratory shall test UNBS samples for only those Uganda Standard and or East African Standards which are covered in the scope of recognition. In case the Laboratory tests any product not covered in the scope on the request of UNBS, the information about the same will be sent to, UNBS with a formal request for its inclusion in its scope of recognition.
- 6.19 The Client Laboratory shall maintain valid copies of relevant Ugandan Standards and International standards required for reference with respect to their recognition.
- 6.20 The Client Laboratory shall intimate to UNBS their minimum uncertainty in measurement at 95.45% confidence level ($k=2$) for all tests / products covered in its scope.
- 6.21 Any unclaimed samples after testing shall be the property of UNBS or testing applicant and the disposal of such samples shall be done only with the permission of UNBS or testing applicant.
- 6.22 The Client Laboratory shall be required to establish a documented procedure for handling of samples received from Branch Offices (BOs) of UNBS and applicants of UNBS. The procedure shall address the receipt of samples, coding/de-coding/masking of samples, test report numbering system and movement of samples from receipt to the end as remnants. The procedure shall also clearly indicate the retention period which shall in no case be less than three (3) months. The procedure shall be fully transparent and visible for the auditor to facilitate obtaining any report like samples received from UNBS applicants, samples received from UNBS-Branch offices, samples transfer to testing sections, test report issued, remnants available, remnants disposed off etc for any period chosen. Any change in such documented procedure shall be with due notification to the UNBS.
- 6.23 The Client Laboratory shall be responsible for defining security features associated with testing and calibration certificates issued and be responsible for handling any acts of forgery in regards to its certificates of conformity. The Client Laboratory shall in addition notify UNBS in writing where acts of forgery have been found and how they have been handled and or resolved.
- 6.24 The Client Laboratory shall always hire competent staff to carry out recognised tests and keep UNBS informed of the particulars of such staff, including names, qualifications and terms of employment/ nature of engagement or any changes thereof.

Article 7: Obligations of UNBS

- 7.1 UNBS shall carry out the recognition activities in accordance with the recognition requirements.
- 7.2 UNBS shall authorize the Client Laboratory to mark the Laboratory services and/or use the Recognition Mark and/or Recognition Registration Number as covered by the Recognition Certificate.
- 7.3 UNBS shall audit and inspect the Client Laboratory's premises at frequencies determined by UNBS in accordance with the scheme requirements.
- 7.4 UNBS shall enter the particulars of the Recognition Certificate granted to the Client Laboratory into the Register of recognised Laboratories . The Register of recognised Laboratories shall be available to the public
- 7.5 UNBS shall give the Client Laboratory due notice of any changes to recognition requirements.
- 7.6 UNBS shall not accept and/or use the Client Laboratories Test and Calibration Certificates submitted by UNBS clients and have been notified to be forged.

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Article 8: Surveillance and Compliance Audits

- 8.1 UNBS shall carry out continuing surveillance of the Client Laboratory's conformity with their obligations, in accordance with the conditions stated in the recognition requirements.
- 8.2 UNBS reserves the right to carry out surveillance activities upon its discretion including special visits for the purpose of complaint validation.
- 8.3 The Client Laboratory acknowledges that UNBS shall have the right to carry out either announced or unannounced (without prior notification) surveillance activities and that the persons representing UNBS shall have unlimited access to ascertain continuing compliance with recognition requirements.

Article 9: Publicity and Advertising

- 9.1 The Client Laboratory may publish the facts that its laboratory services to which the Recognition Certificate applies are recognised subject to the guidelines provided by the policy for use of Recognition Marks CERT/POL/04.
- 9.2 Recognition marks cannot be used on a product or primary product packaging in any way that may be interpreted as denoting product conformity.

Article 10: Sub-contracting

- 9 The Client Laboratory shall not do any sub-contracting of the tests recognised under a Recognition Certificate issued under this agreement except with the consent of UNBS.
- 10 Any subcontracting by the Client Laboratory shall be as per CI 1.5.1.3(c) of CERT/LRS/P01 (Guide on laboratory recognition scheme).
- 11 The responsibility of the subcontracted test result(s) shall lie on the Recognized Laboratory who is sub-contracting the test.
- 12 The test report issued by the Laboratory shall invariably make a mention of subcontracted tests and the name of the subcontractor.


Article 10 Confidentiality

10.1 Confidential Information of the Client laboratory.

- 10.1.1 UNBS shall take all reasonable measures to prevent unauthorized disclosure of the confidential information known by UNBS relating to the Client Laboratory's Management System except as required by law.
- 10.1.2 The obligation of confidentiality shall not apply to information which is already in the public domain or becomes part of the public domain other than a result of disclosure by UNBS or is required by law, or recognition requirements to be disclosed;
- 10.1.3 UNBS may release information obtained in the course of processing the application so far as is prudent to warn in the opinion of UNBS, the confidentiality requirements notwithstanding. The client shall be informed accordingly prior to release of any information.

10.2 Confidential information of UNBS

- 10.2.1 The Client Laboratory shall neither acquire any interest in confidential information nor divulge any such confidential information obtained as a result of this agreement except in the cases required by law.

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10.2.2 The Client Laboratory shall not disclose to any third party UNBS confidential information during or after the term of this Agreement unless required by law.

Article 11: Financial Provisions

11.1 The Client Laboratory shall pay UNBS all the prescribed fees for processing and maintaining recognition.

11.2 Payments shall be made within the prescribed time on receipt of the payment notice to UNBS using the Uganda Revenue Authority e-payment platform.

Article 12: Suspension of Recognition Certificate

12.1 In the event that the client laboratory is temporarily unable to comply with recognition requirements or is in breach of any obligations under this agreement, UNBS may suspend the Recognition Certificate in whole or in part (where recognition to test certain products is suspended) and require the Client Laboratory to discontinue the use of the Recognition Mark and/or any claim to recognition with immediate effect as per procedure CERT/OP/13 and CERT/LRS/OP1.

12.2 The suspension shall be for an initial period of three (3) months but may be extended once for another three (3) months within which the Client Laboratory should undertake corrective action.

12.3 During the subsistence of the suspension, a Client Laboratory shall not accept any test sample requested by UNBS or any UNBS licensees for tests to be carried out as per the Product Certification Scheme, and in case of partial suspension, samples falling within the suspended category shall not be allowed.

12.4 The Client Laboratory shall be liable to pay recognition fees during the period of suspension.

12.5 Any samples pending with the Laboratory at the time of suspension shall not be tested without the approval of UNBS.

12.6 If upon assessment UNBS is satisfied with the corrective action taken by the Client Laboratory, UNBS may lift the suspension of the Recognition Certificate by notifying the Client Laboratory.


Article 13: Termination of Agreement

This agreement shall be terminated in the following circumstances;

13.1 The Client Laboratory may terminate this Agreement by giving at least three (3) months' notice in writing to UNBS of her intention to be deregistered from the Laboratory Recognition scheme.

13.2 UNBS may terminate the Agreement by notice or by default during the recognition period for any of the following reasons:

- a) If the Client Laboratory surrenders recognition.
- b) Upon expiry of the recognition period and the Client Laboratory fails to apply for renewal.
- c) If the Client Laboratory has lost accreditation as per US/ISO/IEC17025 or ISO/IEC 17025.
- d) If continuation of the recognition of the Client Laboratory would not be of any assistance to certification activities of UNBS;
- e) The Client Laboratory fails to make payment of fees within the stipulated time, even after warning from UNBS;

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- f) If the client laboratory does not carry out the test(s) properly and does not take corrective steps to improve as advised;
- g) If the Client Laboratory does not maintain adequate secrecy pertaining to the sample(s) under test and test results;
- h) If the Client Laboratory or its personnel are found to be not free from any commercial, financial or other pressures which might influence their technical judgment;
- i) If the Client Laboratory acts/works directly or indirectly against the interest of UNBS in any form or in any manner;
- j) If the Client Laboratory is found indulging in unethical practices;
- k) If the Client Laboratory is found violating any of the terms & conditions of recognition & does not comply with the undertaking given along with the application.
- l) Repeated suspensions (more than two) during an operative period.
- m) If the partial suspension/ suspension continues beyond the permissible period for reasons for which the Client Laboratory is responsible.

13.3 For the reasons mentioned above, the recognition of the Client Laboratory shall be suspended with immediate effect (if not already under suspension) with approval of Executive Director.

13.4A notice of termination of recognition (de-recognition) shall be given to the Client Laboratory within 7 (seven) working days of suspension requiring the Client Laboratory to defend herself with reasons why such proposed action may not be taken against the Client Laboratory.

13.5A Client Laboratory given notice of termination shall be required to give his defence within 14 (fourteen) days of receiving such notice and If no reply is received within stipulated time or if the reply is found unsatisfactory the Client Laboratory shall be de-recognized. The cooling period for any de-recognized laboratory shall be minimum 6 months.

13.6 The Client Laboratory may appeal to UNBS using the complaints and appeals procedure in cases where a Recognition Certificate has been suspended or terminated

Article 14: Effect of Termination


14.1 The Client Laboratory shall, upon termination of this agreement cease use of the Recognition Mark on all its laboratory services, publicity and advertising materials with immediate effect;

14.2 Termination of this Agreement shall, however, not affect any liability of the parties existing as at the date of such termination.

14.3 The termination of this agreement shall not prevent UNBS from filing suits in the courts of law against the Client Laboratory for any infringements and/or claim for any outstanding amount which is still due and payable by the Client Laboratory;

Article 15: Liability and Indemnity

15.1 The Client Laboratory hereby agrees that UNBS neither assumes nor accepts any responsibility for any injury or damage to the Client Laboratory's property or personnel that may occur during or as a result of evaluation activities, except when such injury or damage results solely from negligence on the part of UNBS' representatives.

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15.2 The Client Laboratory shall be liable for any circumstances arising out of poor quality of testing under this Agreement.

15.3 UNBS' liability to the Client Laboratory under this Agreement shall be limited only to the amount for recognition that has already been paid to UNBS under this Agreement and the amount shall not include audit fees.

Article 16: Dispute Resolution

Any dispute arising from this Agreement shall be settled by way of amicable settlement.

Article 17: Severability

If any provision of this Agreement is held to be illegal or invalid under the laws such provision(s) shall be fully severable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect.

Article 18: Governing Law

This Agreement is governed by and shall be construed in accordance with the Laws of Uganda and the Parties agree to submit to the exclusive jurisdiction of the Ugandan Courts.

Article 19: Amendment

No modification, variation or amendment of this Agreement shall have any effect and force unless such modification, variation or amendment is in writing and executed by the Parties.

IN WITNESS WHEREOF the parties have appended their respective signatures and placed their seals the day and year stated above.

Signed for and on behalf of:

Signed for and on behalf of the Client Laboratory:

UGANDA NATIONAL BUREAU OF STANDARDS

.....

.....

EXECUTIVE DIRECTOR

CHIEF EXECUTIVE

Witnessed by:

Witnessed by:

.....

.....

LEGAL COUNSEL

COMPANY REPRESENTATIVE