

# LAS-Q012

# TTLABS ACCREDITATION TERMS OF BUSINESS

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# 1.0 PURPOSE AND SCOPE

This document conveys information regarding the terms of business associated with the TTLABS accreditation process. This document shall be used in conjunction with the applicable TTLABS accreditation policies.

## 2.0 DEFINITIONS AND REFERENCES

LAS-Q001	General Requirements for the Accreditation of Laboratories
LAS-Q006	Conflict of Interest, Confidentiality, Intellectual Property and Duty of Loyalty Policies
LAS-Q010	TTLABS Impartiality and Confidentiality Policy
LAS-L002A	Application for Accreditation of Testing Laboratories
LAS-L002B	Application for Accreditation of Medical Laboratories
LAS-L002C	Application for Accreditation of Calibration Laboratories
LAS-L023	Request for Extension of Scope
LAS-L026A	TTLABS Accreditation Proposal
LAS-L026B	TTLABS Accreditation Proposal

### 3.0 <u>GENERAL</u>

TTLABS would like to advise Laboratories of its Standard Accreditation Terms of Business. Kindly note that fees are subject to change in future and will be communicated accordingly. All prices stated below are VAT inclusive, which is only charged for work performed in the jurisdiction of Trinidad and Tobago. VAT is charged at the rate prescribed by the Government of the Republic of Trinidad and Tobago.

# 4.0 DATA PROTECTION AND CYBERSECURITY

TTLABS implements and maintains reasonable and appropriate technical and organizational measures to safeguard the confidentiality, integrity, and availability of any data, systems, or networks associated with its accreditation service. Such measures include, but may not be limited to, firewalls, access control, regular security audits, and security patches. TTLABS shall promptly notify the customer of any actual or suspected cyberattack, data breach, or security incident that may affect the data or systems of TTLABS. The notification shall include, but not be limited to the nature of the breach, the compromised data, the corrective actions being taken, and any potential impact on TTLABS and the customer's operations or assets.

TTLABS implements and maintains an information security programme, including physical security, that contains appropriate measures to safeguard all personal information, confidential information, and any other information shared by the Customer pursuant to the performance of the services.

These measures are established in compliance with applicable data protection laws, regulations, and industry standards. TTLABS is committed to ensuring that its data security practices meet these standards.

TTLABS shall ensure as far is reasonable and practicable that its Management, staff, assessors, Committee members associated with the provision of the accreditation services are aware, trained in the applicable measures and implement them as

applicable in the execution of their duties. Liability may be limited to the value of the accreditation service provided, except in cases of proven gross negligence or wilful misconduct.

# 5.0 CONFIDENTIAL INFORMATION

LAS-Q010 – TTLABS Impartiality and Confidentiality Policy expresses TTLABS commitment to hold confidential the proprietary and confidential information that may be obtained and generated through the provision of the accreditation service to its client. The Management, staff, assessors, Laboratory Accreditation Committee Members and all other persons involved in the provision of the accreditation service agree to abide by the policies, processes and procedures of TTLABS through LAS-Q006 – Conflict of Interest, Confidentiality, Intellectual Property and Duty of Loyalty Policies.

All information provided by customers in connection with a request for an application package, an application for accreditation, an assessment or proficiency testing is confidential. This information is held with utmost confidentiality. Documents necessary to convey information about accredited laboratories and their scopes of accreditation are not confidential. Unauthorized or inappropriate disclosure of confidential information is prohibited except when required by the law of the Republic of Trinidad and Tobago or contractual arrangements with regulatory bodies.

# 6.0 <u>QUOTATIONS</u>

Quotations will be provided before work begins and customers are required to confirm their acceptance of the quotation, via a signed purchase order or invoice order, within thirty (30) days of the date of quotation. Rates of services will be calculated in quarter/half/full days with any undue, prolonged work being charged accordingly.

Although every effort will be made to execute the job within the estimates cited in the quotation, TTLABS reserves the right to invoice for a different quantity based on work actually performed. Accordingly, it is in the customers' interests to ensure that their records and evidence are of the agreed standard. Any nonconformities that are identified during an assessment will require additional effort in the close-out stage and therefore will result in additional charges that will be invoiced separately. These charges will be at the applicable assessor rate and would not normally exceed more than 1 day per assessor. However, this is dependent on the number and type of nonconformities that require review.

# 7.0 APPLICATION FEE (ONE-TIME)

TTLABS charges a non-refundable application fee to facilitate the initial processing and document review by the assessment team of the application. This process should occur over the period of three (3) months provided that the applicant laboratory submits all required documentation at the time of application to be reviewed. If this does not happen, then the protracted time will be covered by this application fee up to one (1) year from the date of payment of the application fee including the time required for TTLABS processing and review of the submitted documentation. The applicant laboratory should submit within nine (9) months of the date of the payment of the application fee. Beyond this time, a new application fee will be charged and the previous application fee would be forfeited. The non-refundable application fee of TTD3,937.50 for the first facility and TTD2,362.50 for each additional facility is only required in the application stage of the accreditation process and must be paid in full upon submission of the completed relevant application form (LAS-L002 A, B or C). Once accredited, no further application fee is required for extensions of scope for the standard to which you are accredited.

A new non-refundable application fee shall be paid for application(s) for accreditation to additional conformity assessment standards, such as ISO/IEC 17020 or ISO 15189.

### 8.0 ACCREDITATION PROPOSAL

The *LAS-L026 (A and B) TTLABS Accreditation Proposal* is a general outline of accreditation services which may be provided by the Accreditation Body to the customer with estimates. The Accreditation Proposal's estimates are based on the minimum scope of test(s) to be assessed for accreditation. The Accreditation Proposal is valid for three (3) months from the date of the proposal.

### 9.0 PRE-ASSESSMENT VISIT

The pre-assessment visit is optional but highly recommended for laboratories that are seeking accreditation. This process provides an indication to the laboratory on its true state of readiness to become accredited.

#### 10.0 SURVEILLANCE AND RE-ASSESSMENT

Once accredited, customers will receive annual quotations for the three-year cycle estimating assessment and miscellaneous costs, where applicable. Any revisions necessary, as a result of extension(s) to scope or other circumstances, will be done and the revised quote sent to the laboratory for approval.

The assessment close out fees will be invoiced separately, where applicable, once the process of evidence review has occurred and will vary based on the assessment findings and the responses (see 4.0 Quotations above).

#### 11.0 EXTENSION TO SCOPE

Laboratories wishing to extend their accreditation must complete and submit the application form *LAS-L023 Request for Extension of Scope*. Please note that a lead time of at least three (3) months is required to facilitate the planning of this type of assessment visit and the laboratory will be invoiced accordingly. The form can be requested via email to <u>lab.accreditation@ttbs.org.tt</u>.

#### 12.0 ANNUAL FEE

The annual maintenance fee of TTD2,362.50 will be invoiced in April of each calendar year to cover file maintenance costs.

### 13.0 MISCELLANEOUS COSTS

Additional costs, which may be incurred in the conduct of assessments, include, but are not limited to, flights, hotel accommodation, ground transfer and subsistence for assessors travelling to another country or coming to Trinidad and Tobago to perform

an assessment. These miscellaneous costs are discussed with the laboratory on a case-by-case basis and will be invoiced separately.

# 14.0 <u>REFUND POLICY</u>

Any withdrawal or refund request must be in writing addressed to the Manager, Trinidad and Tobago Laboratory Accreditation Service. Application fees are nonrefundable.

If an applicant laboratory withdraws from the TTLABS accreditation scheme before completion of the assessment, it may apply for a refund of up to 50% of the assessment deposit. However, the laboratory will still be responsible for any associated costs incurred in the scheduling of the assessment, such as flight arrangements.

If the accredited laboratory is withdrawn from accreditation, there will be no refund of annual or assessment fees.

# 15.0 CANCELLATION/POSTPONEMENT POLICY

Assessments are usually scheduled with a three-month notice to the laboratory and in agreement with the laboratory. Therefore, the expectation is that the assessment will not be postponed unless for extraordinary reasons or circumstances such as industrial action at the facility, acts of God or destruction at the facility. In the case of a postponement due to extraordinary circumstances occurring at the laboratory, the laboratory will be responsible for paying any costs incurred due to planning activities that can or cannot be transferred to the later date, such as change of flight arrangements.

The list below identifies the fees charged for requests of cancellation or postponement of assessments based on the time to the scheduled start of the assessment:

- 1. Ninety (90) sixty (60) days before the scheduled start of the assessment, there will be no fees charged.
- 2. Sixty (60) thirty (30) days before the scheduled start of the assessment will incur a cost that is twenty-five percent (25%) of the assessment fee.
- 3. Within thirty (30) days of the scheduled start of the assessment will incur a cost that is one hundred percent (100%) of the assessment fee.

A laboratory that wishes to postpone or re-schedule the assessment shall apply **in writing** before the scheduled assessment date unless it is associated with extraordinary reasons or circumstances. Postponement or cancellation requests due to extraordinary circumstances need to be submitted as soon as possible, at least via email with the written communication thereafter. Relevant policies will apply on a case-by-case basis.

#### 16.0 INVOICING

Invoices shall be generated in TTD, and will be sent electronically in stages corresponding to the accreditation activities. Two invoices will be prepared for the assessment fee; the first is a 50% down payment of the quotation and the second is for the 50% balance of the quotation. The annual and close-out fees will be invoiced separate and apart from the normal assessment fees. Additional charges, including those as a result of unpreparedness or delays experienced on the part of laboratories,

will be invoiced at the applicable rates stated throughout this document and will require 100% payment within thirty (30) days of the invoice date.

### 17.0 PAYMENT TERMS

Customers are asked not to pay on quotations as they are just estimates. All payments are to be made on invoices. Reference the invoice number when making any payments to allow ease of account reconciliation. For all customers, our standard payment terms are thirty (30) days from the date of the invoice, except where indicated that payment is required before any work is undertaken. For normal assessment costs (this includes preparation, on-site visits and reporting days) 50% down payment and 50% after service payment will be required.

100% payment is required for close out, annual and any miscellaneous fees invoiced.

Fees up to and including any assessment visit and any associated supplementary or close out work must be paid before the decision on accreditation is communicated (including granting, maintaining, extending or renewal of accreditation). Laboratories that are suspended or withdrawn from accreditation are expected to settle all outstanding fees within the stipulated thirty- (30-) day timeframe.

We are committed to resolving any invoice queries as soon as possible. All queries over an invoice must be raised **in writing** to <u>lab.accreditation@ttbs.org.tt</u> within fifteen (15) days of the date of the invoice. If no query is so raised within this period, the fee will be due and payable without any right of further explanation, amendment or dispute.

We also reserve the right to stop work and terminate accreditation on financial grounds, if there are any outstanding invoices associated with the laboratory's account.

#### 18.0 PAYMENT METHODS

Payments can be made using any of the options given below. Kindly indicate to the TTLABS officer the option of payment selected. For ALL payments, the laboratory must reference the invoice number for which the relevant service is being paid. Evidence of payment is required.

- i. (Manager's) Cheque made payable to Trinidad and Tobago Bureau of Standards
- ii. LINX payment at TTBS' Cashier
- iii. ACH payment/Local wire transfer to Banker's name Republic Bank Limited Tunapuna West; Account number – 350193996601; Routing number – RBNKTTX. An email is required of the bank receipt of the transfer.

The laboratory is responsible for payment of any fees associated with wire transfers charged by the bank. TTBS applies a penalty for any "bounced" payments due to insufficient funds, which will be charged to the laboratory accordingly.

Questions or queries may be addressed via email at <u>lab.accreditation@ttbs.org.tt</u> or telephone at 662-8827 ext. 2247, ext. 2248 or 703-2089.