Accreditation Application Form – Laboratory

(For Initial, Renewal and Extending Accreditation Applications)

This column is to be filled by the Department of Laboratory Accreditation	
Code of applicant organization:	Laboratory code:
Date received:	Document No.:
Processing Accreditation Manager:	
Application review and correspondence records:	

Taiwan Accreditation Foundation

Application Form

To: Taiwan Accreditation Foundation

The applicant body (hereafter referred as the applicant) herein files a laboratory accreditation application with the Taiwan Accreditation Foundation (hereafter referred as TAF) and herein accepts the following conditions:

1. The applicant herein agrees to submit a laboratory accreditation application pursuant to the related TAF criteria and herein submits information including “basic information of the applicant body”, “type of application”, “field of application” and “specific service program under application”. See Attachment 1 for details.

2. The applicant agrees that all documents relating to TAF laboratory accreditation matters shall be executed in Traditional Chinese text; said documents shall include legally binding documents, rules and regulations, etc. Where the applicant’s lack of ability in Traditional Chinese affects the accreditation related rights, the applicant herein agrees to assume full liability for the matter.

3. The applicant herein agrees and expresses full knowledge of the rights and obligations of both parties defined in Attachment 2 *Articles of Rights and Obligations* of this application form. Moreover, the TAF will publically disclose, in Chinese language and including but not limited to hardcopies, public bulletins on the website, e-mail notices, etc., criteria documents relating to accreditation matters like “type of application”, “field of application” and “accreditation program under application” and legally binding documents. The applicant herein pledges to comprehend said documents by itself, to abide by the criterion defined in the respective documents and to be bound to these documents.

4. In the case where any site of the applicant laboratory being located outside Taiwan, Penghu, Kinmen and Matsu results in correlated taxes, fees or charges payable to the local governments after accreditation is granted, the applicant herein agrees to be liable for the payment in full. Moreover, the applicant herein pledges and guarantees to attend to the processing of related tax matters and submit the pertinent tax payment certificates to the TAF. Should the applicant violate the preceding paragraph, it shall be liable for the damages to TAF and fully compensate the TAF for the losses.

5. The applicant designates _____(name) to serve as the Laboratory Head and herein authorises the Laboratory Head to represent the applicant in the processing of this application and in the assessment procedures of the TAF. Furthermore, the laboratory head shall supervise laboratory operations to ensure abidance with the rules and regulations defined

by the TAF.

6. The applicant agrees to abide by the provisions of the "Instructions to Application for User Account in Information System" (TAF-CNLA-C03). Upon the event of any changes or cancellation of the user name or user's e-mail address, the applicant is obliged to proactively fill out and submit the "Information System User Account Application Form" within 30 days after the change occurs to the TAF, thus ensuring that a proper Internet liaison window with the TAF is maintained.

Sincerely yours,

Official Seal of the Applicant Body:	Signature & Stamp of the Person in-charge of the Applicant Body

Date of Application: _____

Attachment 1: Subject of Application

Basic Information of the Applicant Body

Full Name of Person in-charge	
Full name of organization	(Chinese)
	(English)
Business address	(Chinese)
	(English)

Basic Information of laboratory

If the applicant is an accredited laboratory, please indicate the accreditation number _____ (**not applicable for initial accreditation application**.)

Full Name of the Laboratory Head	
Full name of Laboratory	(Chinese)
	(English)
Laboratory address	(Chinese)
	(English)

Note: The Full name of organization and the address of the organization should be consistent with the information in the legal document.

2. Type of application: (Please tick as appropriate)

☐ Initial Accreditation application

3. Type of applicant laboratory: (Please tick as appropriate)

☐ calibration laboratory

☐ testing laboratory

☐ medical laboratory

☐ civil engineering testing laboratory

Note: For details on the fields and technical categorisations under application, please refer to the *Laboratory and Inspection Body Accreditation Service Manual* (TAF-CNLA-A01).

4. Accreditation programs under application: (Please tick as appropriate)

☐ None

* Please tick on the boxes of accreditation program(s) under application.

☐ Accreditation Program for Designated Testing Laboratory for Commodity Inspection (TAF-CNLA-A02)

☐ Accreditation Program for Construction Site Laboratories (TAF-CNLA-A05) and its corresponding " original Accreditation No.: _____"

☐ Accreditation Program for Communication Equipment Laboratories (TAF-CNLA-A06)

☐ Accreditation Program for the Criteria of Health Examination Procedures For Employed Alien after Entry during their Employment Period (TAF-CNLA-A07)

☐ Accreditation Program for Liquor and Tobacco Health Standard Laboratories under the Tobacco and Alcohol Administration Act of the National Treasury Agency (Ministry of Finance) (TAF-CNLA-A08)

☐ Accreditation Program for the Environmental Protection Product Certification and Testing Laboratories (TAF-CNLA-A09)

☐ Accreditation Program for Observation Instrument Calibration (TAF-CNLA-A11)

☐ Accreditation Program for Information Security Testing Laboratory (TAF-CNLA-A12)

☐ Accreditation Program for Internationally Recognized BSMI Laboratories under the Mutual Recognition Agreement (TAF-CNLA-A13)

☐ Accreditation Program for Occupational Hygiene Laboratories (TAF-CNLA-A15)

☐ Accreditation Program for National Metrology Institutes (TAF-CNLA-A16)

☐ Accreditation Program for Public Construction Material Laboratories (TAF-CNLA-A17)

☐ Accreditation Program for Energy Efficiency Testing Laboratories (TAF-CNLA-A18)

☐ Accreditation Program for Laboratory of US EPA ENERGY STAR (TAF-CNLA-A19)

☐ Accreditation Program for Registered Testing Laboratories for Fishery Products for Export (TAF-CNLA-A23)

☐ Accreditation Program for Smart Connected Service System Information Security Testing Laboratory (TAF-CNLA-A24)

☐ Accreditation Program for Bluetooth® Qualification Testing Facility (TAF-CNLA-A25)

☐ Accreditation program for testing laboratory of ISASecure® Certification Scheme (TAF-CNLA-A27)

☐ Others, please specify: _____

Note: For details on the Accreditation Programs, please refer to the corresponding TAF documents downloadable from the Publication area on the TAF website (https://www.taftw.org.tw).

Attachment 2:

TAF-AR-10(5)

Taiwan Accreditation Foundation
Regulations on Rights and Obligations

2024.01.08

Taiwan Accreditation Foundation (hereinafter referred to as TAF) and the organizations (institutions) that have applied to TAF for accreditation or have been accredited by TAF agree to abide by the following provisions:

1. Definition of terms

1.1 Accreditation: a statement that confirms that the Applicant meets the criteria and requirements prescribed by TAF and the Applicant has certain capacity to carry out specific activities.

1.2 Conformity assessment: includes but is not limited to testing, calibration, inspection, certification, proficiency testing, production of reference materials, validation and verification activities.

1.3 Applicant: An organization (institution) that applies to TAF for accreditation or has been accredited by TAF, and shall be a legal entity capable of bearing legal responsibilities for its accreditation activities.

1.4 Warning: A decision given when there is a violation of the TAF accreditation criteria, requirements, or relevant regulations but having not reached the level of suspension, reduction, withdrawal, or revocation. The decision includes a warning and a deadline for improvement.

1.5 Suspension: A decision to suspend the qualification of the Applicant for all or part of the scope of accreditation obtained from TAF for a specific timeframe.

1.6 Reduction: A decision to invalidate a part of qualifications obtained by the Applicant within the scope of accreditation from TAF.

1.7 Withdrawal: A decision to invalidate all the qualifications obtained by the Applicant within the scope of accreditation from TAF.

1.8 Revocation: A decision to retroactively invalidate all qualifications obtained by the Applicant within the entire scope of accreditation from TAF due to a violation of the TAF accreditation criteria, requirements, or relevant regulations.

1.9 Punishment: A decision of TAF to impose warning, suspension, reduction, withdrawal, or revocation of the accreditation scope and qualification of specific accreditation number based on the severity of the violation of the TAF accreditation criteria, requirements, or relevant regulations.

2. The right to use accreditation symbol

2.1 Once the Applicant is accredited, the Applicant has the right to use the accreditation symbol.

2.2 The Applicant shall not use the accreditation symbol without and until being accredited.

2.3 The Applicant could use the accreditation symbol during the valid accreditation period and within the scope of accreditation.

2.4 If the scope of accreditation of the Applicant is suspended, reduced, withdrawn or revoked, the Applicant shall not use the accreditation symbol to the extent of such suspension, reduction, withdrawal or revocation.

2.5 If the conformity assessment certificates issued by the Applicant contain contents beyond the scope of accreditation, the accredited contents shall be clearly and definitely distinguished from the non-accredited contents in the documents.

2.6 Once the Applicant is accredited and acquires the right to use the accreditation symbol, the Applicant shall not directly or indirectly transfer the right to a third party or authorize a third party to use the right.

2.7 When the Applicant uses an item with the accreditation symbol, the Applicant shall not use texts,

graphics, figures, symbols, or other identical or similar expression to imply or confuse the content of accreditation to the Applicant by TAF.

2.8 If the Applicant violates the above prohibition on the use of accreditation symbol, the Applicant shall compensate for the damage resulted from the violation, the expenses incurred thereby and the default penalty equal to three times the total damage.

2.9 If TAF provides written notice to the Applicant regarding the change in the accreditation symbol, but the Applicant fails to make the necessary change, TAF reserves the right to withdraw the accreditation qualification and the right to use accreditation symbol.

3. Rights and Obligations of TAF

3.1 TAF reserves the right to make changes to the accreditation procedures, criteria, or requirements at any time. In the event of any changes, TAF shall notify the affected applicants in writing, electronically (including website announcements and accreditation system notifications), or through other means agreed upon by the Applicant within a reasonable timeframe. The Applicant shall be deemed to have agreed at such change if the Applicant does not raise a written objection within seven working days. However, if objections are raised, the Applicant shall provide written notice to TAF within the objection period to terminate the contract. Any objections raised without expressing an intent to terminate the contract will be considered as consent to the proposed changes.

3.2 TAF reserves the right to modify the accreditation symbol at any time and should give written notice to the Applicant of the change in the accreditation symbol in writing or electronically (including website announcements and accreditation system notifications), or through other means agreed upon by the Applicant.

3.3 TAF shall publish the accreditation content on the TAF website or make it available to the public through other means.

3.4 TAF shall record the complaint or appeal from the Applicant in respect of the accreditation and address the complaint or appeal according to the relevant requirements of TAF before providing a response.

3.5 The accreditation provided by TAF only confirms that the Applicant meet the relevant criteria and requirements at the time of application for accreditation. TAF does not assume any liability or provide any guarantee regarding the authenticity of the content of the item and/or data associated with accreditation symbol subsequently used by the Applicant.

4. Rights and Obligations of the Applicant

4.1 The Applicant shall meet various requirements of government regulations.

4.2 The Applicant shall, based on facts, submit relevant documents and information required for accreditation in accordance with the requirements of TAF.

4.3 The Applicant, upon obtaining accreditation, shall maintain compliance with the accreditation criteria, requirements and relevant regulations set forth by TAF. This requirement applies throughout the suspension period as well.

4.4 The Applicant shall accept the activity arrangements required for TAF accreditation.

4.5 The Applicant shall cooperate with various accreditation activities of TAF by providing the required venue, personnel and necessary assistance required for the completion of activities, to ensure the smooth completion of relevant activities. Moreover, the Applicant shall guarantee that the venue has sufficient security measures and safe work standards in conformity with all relevant regulatory requirements.

4.6 The Applicant shall maintain records of the work performed within the scope of accreditation and retain relevant records and data for at least six years and accept TAF's audit. If the scope of accreditation involves TAF's other special requirements that requires the record retention for more than six years, the

Applicant shall comply with those requirements.

4.7 The Applicant intending to apply for renewal accreditation shall do so in accordance with the time and manner stipulated by TAF six months before the accreditation expires or otherwise stipulated by TAF. If the Applicant fails to submit the renewal within the above said period or fails to coordinate in the accreditation operation of TAF, causing the renewal of effective period of the accreditation is prevented, all losses resulted therefrom shall be solely born by the above said Applicant.

4.8 The Applicant shall inform TAF of actual or potential hazards that may be encountered by TAF or introduced to TAF because of the accreditation activities, as well as the safety measures required. If misrepresentation or omission thereof causes damage to TAF, the Applicant shall be liable for the damage.

4.9 If any third party seeks compensation because TAF provides accreditation service to the Applicant, the Applicant shall be liable for the third party's claim if such claim is attributable to the Applicant.

4.10 Applicants are required to notify TAF of any of the following changes within thirty (calendar) days from the day following the change:

① Legal, commercial, ownership, responsible person or organizational status;

② Organizational structure, top management, and key personnel of accreditation-related requirements;

③ Resources and addresses/location;

④ Entries in the accreditation content;

⑤ Suspension of operation for more than thirty (30) successive (calendar) days or other event that would impact on the competence and operation of the Applicant;

⑥ Other matters that may affect the Applicant's conformity with the accreditation criteria and requirements.

4.11 An Applicant bearing punishments imposed by TAF shall immediately fulfill the following actions:

① If the Applicant has provided services to third parties within its scope of accreditation, the Applicant shall individually notify the affected third parties of the reasons and results of the relevant punishments that may impact them. If it involves relevant competent authorities, notification to them shall also be made. However, the maximum period for fulfilling the notification obligation shall not exceed thirty (calendar) days.

② Ceasing claiming accreditation by TAF and refraining from using TAF's accreditation symbol within the scope of accreditation upon suspension, reduction, withdrawal, or revocation.

The Applicant shall retain records of the aforementioned notifications. Upon written notice from TAF, the Applicant shall provide relevant notification records to TAF within seven working days. Failure to do so by the deadline is considered a failure to fulfill the notification obligation.

If the Applicant violates the notification obligation set forth in the first paragraph, TAF may impose a penalty of One Thousand New Taiwan Dollars (NT$1,000) per day from the Applicant until the notification is completed, and decline to process any application from the Applicant.

4.12 Upon submission of an application following any suspension, reduction, withdrawal termination, or revocation imposed by TAF, the Applicant shall, in addition to fulfilling the obligations under Section 4.11, provide evidence of the following completion of correction or notification:

① When submitting an application for extending accreditation within the same scope of reduction after a prior reduction, the Applicant shall complete the correction for the previous nonconformity.

② When submitting an application for accreditation within the same scope (item or method) after withdrawal or revocation, the Applicant shall complete the correction for the previous

nonconformity.

③ Documentary evidence certifying that notification has been provided to affected third parties or relevant competent authorities as per Section 4.11 shall be submitted. However, this requirement does not apply to applicants who submit their application more than six years after the punishments by TAF.

Regarding the preceding provision, compliance shall adhere to the regulations or requirements set forth by the central competent authorities if such regulations or requirements exist.

4.13 The Applicant may submit compliant or appeal regarding the service of TAF.

5. Fees

5.1 The Applicant shall pay fees in the manner and within the period as prescribed by TAF, and, in case of delay in payment, shall be liable for the delay under laws.

5.2 The fees stated in the preceding paragraph are inclusive of local sale tax, but exclusive of any other tax.

5.3 Upon receipt of payment notice, the Applicant shall make payment within the designated time. In case of delay in payment, interest thereon shall be accrued at monthly rate of one percent for the period starting from the day following delay to the date of liquidation. The interest for the fractional month shall be accrued pro rata.

5.4 If the Applicant delays in payment of the fees required for the accreditation, TAF has the right to directly cease the application case of the Applicant or withdraw the accreditation.

6. Ownership of intellectual property rights

6.1 The Applicant authorizes TAF to utilize, without compensation, the intellectual property rights associated with the documents or items delivered provided by the Applicant, as necessary for accreditation activities or similar accreditation case.

6.2 The intellectual property rights for any information, document, data and computer program developed or published by TAF during the accreditation period shall belong to TAF.

6.3 Unless otherwise agreed by the parties in writing, the intellectual property rights existing prior to the application of the Applicant shall not be affected by these rights and obligations.

7. Application Restrictions

7.1 TAF does not accept extending accreditation applications from any applicant undergoing a reduction of the same scope within six months from the effective date of the punishment of reduction. However, if there are regulations, TAF's accreditation service manual, specific service plans, or regulations from the competent authority that stipulate otherwise, those provisions will take precedence. TAF may also handle cases within the scope of reduction in accordance with such provisions.

7.2 TAF does not accept accreditation applications from any applicant on whom withdrawal or revocation is imposed within six months from the effective date of the punishment. This restriction does not apply to applications for other accreditation programs (See Note). However, if there are regulations, TAF's accreditation service manual, specific service plans, or regulations from the competent authority that stipulate otherwise, those provisions will take precedence. TAF may also handle cases within the scope of withdrawal or revocation in accordance with such provisions.

Note: ISO/IEC 17025 (CNS 17025) is applicable to the accreditation of testing laboratories and calibration laboratories. The accreditation applications of the aforementioned testing laboratories and calibration laboratories are considered as different certification schemes.

7.3 The Applicant could voluntarily apply for suspension, reduction or withdrawal. However, if TAF finds that the Applicant has violated the related requirements which meet the punishment of suspension, reduction or withdrawal, TAF could reject the Applicant’s voluntary application for suspension,

reduction and withdrawal. The maximum period for the aforementioned voluntary application for suspension is six months.

7.4 Once the Applicant's accreditation status has been withdrawn or revoked by TAF, the Applicant shall return or void the accreditation certificate within five working days after the day of withdrawal or revocation.

7.5 If an applicant is imposed a punishment of suspension by TAF for a maximum duration of six months, the Applicant may, within the suspension period, submit an application for reinstatement. The reinstatement application shall be filed with the evidence of improvement no later than three months before the expiration of the suspension period. If there is a need for correction or further evidence of improvement, it shall be completed one month before the expiration of the suspension period. In case the Applicant fails to restore eligibility by the accreditation certificate's expiry date or before the expiration of the suspension period, when the suspension involves the entire or a part of the accreditation scope, TAF may directly withdraw or reduce the scope of accreditation with no advance notice when the deadline is reached.

7.6 TAF does not accept, within two months from the day following the effective date of the punishment, reinstatement applications from any Applicant on whom suspension is imposed as whose entire or part of the accreditation scope falls into one of the following situations:

① The Applicant, in a non-isolated case, cannot demonstrate that conformity assessment activities are carried out according to TAF's conformity assessment standards, procedures, or specifications.

② The personnel competence of the Applicant does not meet the conformity assessment standards, procedures or specifications of TAF accreditation, and despite formal notification by TAF not to violate such conditions again, the violations are repeated.

③ The Applicant, in a non-isolated case, issues conformity assessment certificates bearing TAF's the accreditation symbol beyond the accreditation scope.

7.7 TAF does not accept accreditation applications from any applicant on whom withdrawal or revocation is imposed, within three years from the day following the effective date of the punishment, using the original accredited registration address or testing site.

7.8 TAF may decline or reject an application if it discovers or has reasonable grounds to believe that the Applicant falls into one of the following situations, and the application fee will not be refunded:

① False or misleading information in application documents.

② Attempt to influence the impartiality of the accreditation of TAF through improper means or for improper gains.

③ Deliberate violation or evasion of accreditation criteria, requirements, and relevant regulations prescribed by TAF.

④ Involvement in circumstances that may affect the impartiality of TAF or the Applicant.

⑤ Application submitted under another name or in another manner by an Applicant who has been imposed a punishment of reduction, withdrawal, or revocation by TAF, in attempt to circumvent the provisions of Section 4.12.

⑥ Failure to correct relevant application documents and information within the specified time after being notified by TAF.

⑦ Outstanding accreditation-related fees owed by the Applicant.

7.9 TAF may decline or reject an application during the time period and in the scope as specified below if the Applicant falls into one of the following situations:

① An Applicant may not submit the same application within one year from the day following the notification of the second decline or rejection provided that the accreditation applications for the same accreditation scope (category or method) have been declined or rejected twice consecutively.

② An Applicant may not submit the same application within three years from the day following the

notification of rejection of the previous application which was found to contain fake documents and/or misleading information.

③ An Applicant may not submit the same accreditation scheme application to TAF within one year from the day following the notification of the decline or rejection of its application for accreditation submitted after a punishment by TAF of reduction, withdrawal, or revocation on the grounds of failure to correct the issues leading to the previous punishment.

8. Exercise of Withdrawal Right

8.1 If the Applicant suspends its operation up to one year, TAF has the rights to withdraw the accreditation of the Applicant and the matters agreed upon between the parties, by giving a written notice thereof to the Applicant.

8.2 TAF may directly terminate, with a written notice, the rights and obligations relationship with the Applicant arising from accreditation, in case of a change of the legal entity of the Applicant which includes, but is not limited to, the division or merger of organizations or institutions, during the accreditation validity period. The new legal entity intending to obtain accreditation from TAF should submit a new application according to the prescribed procedures.

8.3 TAF reserves the right to withdraw the accreditation eligibility of an Applicant or reduce the scope of its accreditation.

8.4 An applicant intending to withdraw any agreed-upon matters between the parties shall notify TAF in writing at least ten working days in advance. The withdrawal of the contract shall take effect only upon the written consent of TAF. The Applicant is obliged to pay all the fees incurred by TAF for work performed until the withdrawal date (inclusive) and all other expenses incurred by TAF in handling the withdrawal of the agreed-upon matters.

8.5 In case of a unilateral withdrawal of agreed-upon matters with the reasons attributable to TAF, TAF shall notify the Applicant in writing at least ten working days in advance. Overpaid fees will be refunded to the Applicant without interest.

8.6 Regarding the grounds for exercising the right of withdrawal, the party initiating the withdrawal should notify the other party of the grounds for withdrawal. If it involves public interest, it may also be publicly announced.

9. Confidentiality obligation

9.1 Except for essential information provided to employees, assessors, reviewers, observers, and other necessary personnel involved in the accreditation process, TAF shall refrain from utilizing, disclosing, or reproducing any information obtained or generated during the accreditation process.

The limitations in the previous paragraph do not apply in the following situations:

① For the purpose of conducting accreditation-related business.

② For handling disputes and legal proceedings between the Applicant and TAF.

③ For the purpose of complaint resolution, with the consent of the Applicant.

④ In case of a punishment imposed by TAF on the Applicant which involves public interest, TAF reserves the right to disclose the details and proceedings on its website.

The Applicant, without the consent of TAF, shall not utilize, disclose, or reproduce the assessment, review, or deliberation information obtained or generated during the accreditation process. This restriction, however, does not apply for the purpose of handling disputes and legal proceedings between the Applicant and TAF.

9.2 The confidentiality obligations of TAF regarding the information obtained or generated during the accreditation process, as mentioned in the preceding paragraph, do not include the following

circumstances:

① Information provided by the applicant that was already publicly available at the time of provision or later became public without the fault of TAF.

② Information lawfully obtained by TAF from a third party who is not subject to any confidentiality obligations towards the Applicant.

③ Information provided by the Applicant that was already possessed by TAF before provision.

④ Information independently developed by TAF employees without referencing the information obtained or generated during the accreditation process.

⑤ Information related to the accreditation directory disclosed on the TAF website.

9.3 TAF, before providing information obtained or generated during the accreditation process to a third party as required by a contract, shall obtain written consent from the Applicant. This restriction, however, does not apply for the purpose of TAF searching and/or obtaining the relevant information for performing peer assessment activities and/or being required or requested by international (regional) accreditation bodies and collaborative scheme owners. Moreover, TAF is not subject to the restriction of Section 9.1.

9.4 TAF is not subject to the restriction of Section 9.1 when providing information obtained or generated during the accreditation process, as well as related data derived from the assessment, to the Applicant as required by regulations or competent authorities, unless otherwise prohibited by laws and regulations.

The Applicant shall be notified if relevant information is provided according to the above provision. However, the following circumstances are exceptions to this requirement:

① It is prohibited by regulations or specified in written requests from competent authorities to not disclose the provided information to the applicant.

② Competent authorities notifying TAF in confidential writing, demanding provision of information pertaining to the accreditation process.

③ Statements made by TAF, its employees, assessors, reviewers, observers and any necessary individuals involved in providing accreditation, when being summoned by the competent authorities to undergo investigations, inquiries, or legal proceedings.

9.5 Either party to these Regulations may at its sole discretion decide whether to notify the other party of the following information:

① Confidential information of the other party obtained from a third party;

② Laws and regulations, technical rules or technical standards applicable to the accreditation.

10. Liabilities

10.1 If TAF fails to complete the accreditation within the validity period of accreditation due to reasons attributable to the Applicant, the Applicant shall be liable for all damages resulted therefrom and shall bear all expenses thereby incurred.

10.2 If the Applicant misuses the accreditation granted by TAF, resulting in damage to TAF, the Applicant shall be liable for the damage to TAF.

10.3 TAF shall not bear any liability for compensation for the following damages arising during the accreditation processes, except for damages resulting from intentional acts by TAF:

① Death or injury of the Applicant's employees, representatives or subcontractors during the accreditation process

② Property loss or damage of the Applicant's employees, representatives or subcontractors

TAF shall not be liable for compensation for any losses or damages incurred by the Applicant due to any matter related to accreditation, except where the Applicant can prove intentional misconduct by TAF.

10.4 The parties shall bear full responsibility for any damages caused by reasons attributable to themselves

to any third party.

10.5 If either party to these Regulations becomes aware of any event that may result in the abovementioned compensation claims, it shall immediately notify the other party and take all possible measures to prevent the occurrence and escalation of damages.

10.6 The termination of these regulations shall not affect the rights and obligations accrued prior to termination based on these regulations, nor shall it hinder the exercise of rights such as claims for compensation and liquidated damages by both parties in accordance with these regulations.

11. Other provisions

11.1 An applicant undergoing punishments for violating the accreditation criteria, requirements, and related regulations are subject to these Regulations. Regulations specified by the competent authorities, scheme owners, TAF accreditation program service manual (service instructions, application guidelines), and specific service plans, however, shall take precedence.

11.2 If the Applicant fails comply with these Regulations, TAF may directly take necessary measures and withdraw the Applicant's right to use the accreditation symbol. See the Attachment "Punishment Rules" for the examples of relevant handling.

11.3 During the validity period of the accreditation, if adjustments to the content of these Regulations are required due to amendments to the accreditation criteria and requirements set forth by TAF, TAF may directly amend the provisions of these Regulations, and the Applicant shall not raise objection thereto.

11.4 Following the amendment mentioned in the preceding provision, TAF shall notify the Applicant in writing, electronically (including website announcements, accreditation system notices), or through other means agreed upon by the Applicant, within a reasonable period. The Applicant shall be given an adequate period to make adjustment in conformity with the amended criteria and requirements.

11.5 TAF may suspend all or part of the accreditation activities of the accreditation service plans or accreditation schemes due to changes requested by competent authorities or scheme owners, or in response to changes in regulations or international requirements. TAF should notify the Applicant one month prior to ceasing the provision of accreditation activities. Upon receiving the notice, the Applicant shall notify their affected clients within one month after receiving the notice.

11.6 In case of special type of accreditation, TAF reserves the right to decide not to apply these Regulations, and instead negotiate individual regulations with individual applicants.

11.7 All disputes arising from these Regulations shall be governed by the laws of the Republic of China.

11.8 In the event of disputes, disagreements, misunderstandings, or violations of these Regulations, arbitration shall be sought in accordance with the Arbitration Act of the Republic of China, with New Taipei City as the arbitration venue. If litigation arises as a result, the parties agreed to submit the litigation to the jurisdiction of Taiwan Shilin District as the court of first instance.

11.9 In addition to these Regulations, any provisions in the Attachment pertaining to the accreditation or other subsequent regulations shall serve as supplementary provisions binding the rights and obligations of both parties. Any matters not covered herein may be supplemented by agreement between the parties.

Note: In case of any discrepancy between the Chinese text and the English translation thereof, the Chinese text shall govern.

Attachment - Punishment Rules

Type	Examples
General rules	Where the Applicant meets any of the following conditions, TAF may directly impose punishments and request the provision of appropriate remedial measures and outcomes: (1) The Applicant's violation of these Regulations has been documented in the government's official document. (2) The Applicant's actions, as documented in the government's official document, violates TAF accreditation criteria. (3) The Applicant is imposed punishments by the scheme owner. (4) The scheme owner notifies TAF of the Applicant's violation of the TAF accreditation regulations. (5) The Applicant fails to continuously comply with the TAF accreditation criteria, requirements, and relevant regulations. (6) The Applicant's operations violate relevant laws and regulations. (7) The Applicant fails to cooperate within the specified period to carry out changes in matters specified by the TAF certification regulations. (8) The Applicant fails to complete corrections of non-conformities within the specified period.
Warning	In case of any of the following situations, TAF may issue a warning and notify the Applicant to make improvements within a specified period: 1. The Applicant violates the "Guidelines on Accreditation Symbol and Good Laboratory Practice Compliance Registration Symbol Production" (TAF-AR-11). 2. The Applicant violates the " Requirements for the Use of Accreditation Symbols and for Claims of Accreditation Status " (TAF-CNLA-R03) or the "Rules for the Use of Accreditation Certificates and Symbols by Certification Bodies" (TAF-AA-C05) of TAF, and the violation is deemed minor. 3. The Applicant fails to issue certification documents of conformity assessment in accordance with the provisions of Article 2.5 of these Regulations, and the situation is deemed minor. 4. The Applicant fails to retain relevant record data in accordance with Article 4.6 of these Regulations, and the violation is deemed minor. 5. The Applicant fails to report changes to TAF within thirty days from the day following the occurrence of change in accordance with Article 4.10, Paragraph 1, Subparagraphs 2-6 of these Regulations. 6. The Applicant fails to conduct conformity assessment activities in accordance with the conformity assessment standards, procedures, or specifications accredited by TAF. 7. The Applicant repeatedly violates the non-conformities for the same reasons. 8. The Applicant violates the provisions regarding the use of IAF MLA or ILAC MRA symbols or composite symbols. 9. The Applicant violates other regulations of TAF, and the violation is deemed minor.

Type	Examples
Suspension	1. In case of any of the following situations, TAF reserves the right to suspend all or part of the accreditation scope without notifying the Applicant: (1) The Applicant fails to follow the conformity assessment criteria, procedures or standards accredited by TAF when carrying out the conformity assessment activities, including but not limited to carrying out the activities in an inappropriate, unreasonably simplified, reduced or wrong manner, which may have a concern to seriously/significantly affect the results of the conformity assessment. (2) The Applicant's competence or resources within the accreditation scope cannot continue to meet TAF accreditation criteria. (3) The Applicant issues a conformity certificate with TAF accreditation symbol outside the accreditation scope specified or requested in the TAF's specific service plans, regulations, TAF accreditation criteria or requirements. (4) The Applicant is unable to cooperate with TAF accreditation assessment activities within the accreditation validity period. (5) The Applicant has been warned and instructed to make improvements by TAF, but fails to do so within the specified deadline. (6) The Applicant, after receiving the punishment of "warning", violates the same provisions again within three years from the effective date of the warning. (7) Other violation of TAF regulations 2. In case of any of the following situations, TAF may suspend all of the accreditation scope directly. (1) The Applicant fails to notify the affected clients after the scope of accreditation is reduced by TAF. (2) The Applicant fails to take proper handling measures for the issued certificates of conformity assessment of the reduced scope after the scope of accreditation is reduced by TAF. (3) The Applicant is unable to provide TAF with access to relevant records regarding the reduced scope of accreditation after the scope of accreditation is reduced by TAF.
Reduction	In case of one of the following situations, TAF may directly reduce the scope of accreditation: 1. The Applicant has part of its accreditation scope suspended, and upon the expiration of the suspension or by the expiry date of the accreditation certificate, is unable to restore the qualification of the accreditation scope. 2. The Applicant has been unable to demonstrate the ability to maintain the specific scope of accreditation. 3. The Applicant after receiving the punishment of "suspension" on part of the scope of accreditation, violates the same reasons for the previous suspension within the same scope of accreditation again within three years from the day following the effective date of the suspension. 4. The Applicant fails to perform the conformity assessment activities according to TAF's accreditation criteria, requirements, or relevant regulations within a specific accreditation scope, and this failure has seriously/significantly affected the results of conformity assessment. 5. The Applicant, after TAF suspends a part of its accreditation scope, fails to complete the corrective measures within the specified timeframe (including but not limited to notifying

Type	Examples
	affected third parties and relevant authorities in writing within the specified timeframe) or to cooperate with TAF's review of the relevant records within the scope of suspension.
Withdrawal	TAF, upon any of the following situations, may directly withdraw the accreditation: 1. The Applicant's conformity assessment activities violate the principle of impartiality. 2. The Applicant attempts to influence the impartiality of the TAF accreditation by improper means or interests. 3. The Applicant produces or presents fake accreditation certificates, conformity assessment certificates, or documents to the same effect. 4. The Applicant violates the obligation of information confidentiality. 5. The Applicant fails to meet accreditation requirements or inappropriately, unreasonably simplifies, reduces, makes errors, or fails to perform conformity assessments, and the issued conformity assessment certificates and/or documents to the same effect it issues result in one of the following: ① Posing a risk to social welfare, determined by TAF to be a significant violation. ② Causing losses to users of conformity assessment results or leading to incorrect decisions. ③ Jeopardizing the mutual recognition (or acceptance) of qualifications between TAF and relevant authorities. ④ Jeopardizing the qualifications of signing multilateral/mutual agreements between TAF and international or regional accreditation organizations. ⑤ Jeopardizing agreements signed between TAF and other organizations. ⑥ Significantly affecting the credibility of TAF or that of other applicants within the accreditation validity period. 6. The Applicant provides false information to TAF or conceals information. 7. The Applicant, after receiving the punishment of "suspension" on the whole scope of accreditation, violates the same reasons for the previous suspension again within three years from the day following the effective date of the suspension. 8. The Applicant violates the reasons for the suspension again during the period of suspension of the whole or part of the accreditation scope. 9. The Applicant fails to make the necessary changes accordingly upon receiving TAF notification in writing of changes to the accreditation symbol. 10. The Applicant, after TAF suspends the whole of its accreditation scope, fails to complete corrective measures (including but not limited to notifying affected third parties and relevant authorities in writing within the timeframe and not to take appropriate measures on conformity assessment certificates already issued within the suspended scope of accreditation) or to cooperate with TAF's review of the relevant records within the scope of suspension. 11. The Applicant has the whole of its accreditation scope suspended, and upon the expiration of the suspension or by the expiry date of the accreditation certificate, is unable to restore the qualification of the accreditation scope. 12. Significant violation of provisions in the conditions listed for suspension.
Revocation	TAF may directly impose revocation on the accreditation if the Applicant is found to provide TAF with fake, altered and/or false materials and the violation is significant.

Information required for invoice:

To cooperate with the policy of implementation of electronic uniform invoices of Ministry of Finance, R.O.C., from now on, the payment receipts for various TAF accreditation services will be converted from the original computer uniform invoices to electronic uniform invoices. All payment receipts will be sent by E-mail (paper uniform invoices will no longer be sent).

Invoice information			
Title of the invoice:			
Type of invoice:	□ duplicate form □ triplicate form	Unified Business No.:	
Accept invoice e-mail			
Email 1：		Email 2：	
Full name of invoice recipient:		Tel.：	
Mailing address:			

Supporting documents attached to this Laboratory Accreditation Application Form:

(Please tick the box corresponding to the documents attached.)

(1) **Accredited laboratory:** applications for extending or renewal accreditation shall be filed directly through the Laboratory Area of the TAF Information System.

(2) **Initial accreditation applicants:** Please follow the step to ensure your applicant will succeed.

Step 1: The applicant should apply the new ID of the TAF Information System in TAF website (https://www.taftw.org.tw).

(1) Apply the temporally user ID by your personal email.

(2) The applicant will get the password by the TAF Information System.

(3) The applicant should login the system to apply the accreditation application and upload the supporting documents include Laboratory Quality Manual, Quality System Operating Procedure, Standard Operating Procedure.)

(4) The applicant should abide the rules and regulations defined by the TAF. The TAF retains the right to license, change, and cancel the TAF website user services and rights of the applicant body.

Step 2: Please enclose the following documents and have them posted to the Hsinchu office of TAF by registered mail. All application documents are non-refundable. Applicants should keep a copy if necessary.

☐ 1. Application Form – User Account and Password for Web Services (TAF-CNLA-B06)

☐ 2. Application Form, two copies (one original and one photocopy)

☐ 3. Legal documents of the organization _____ (name of document), one photocopy . (Example: If it is a company type, please provide a photocopy of the company registration/change registration form.)

☐ 4. Application fee payment receipt (photocopy)_____

☐ 5. Personal Information Form (downloaded from Part XII of the Laboratory Information Form in TAF information system), and a signed original.

☐ 6. Complete the Laboratory Information Form of the TAF information system, including uploading relevant documents, and send the application. The uploaded documents may include laboratory resources, management or process-related procedures, operating procedures of the application items, measurement uncertainty assessment data, proficiency testing activity participation plans and laboratory geography/location maps and laboratory configuration diagrams .

☐ 7. Applicants applying for particular Accreditation Program are required to submit the supporting documents and the relevant information, as follows

- ☐ h1. Accreditation Program for Designated Testing Laboratory for Commodity Inspection (TAF-CNLA-A02):
  - ☐ h1.1 Application form or certificate of the Designated Testing Laboratory for Commodity Inspection. (Please download the application from the BSMI website at http://www.bsmi.gov.tw. The form should be submitted together with this TAF Application Form)
  - ☐ h1.2 Other related corporate attestations required by this particular Accreditation Program.
  - ☐ h1.3「Self-check list for testing equipment of Electro-mechanical products」(TAF-CNLA-B22)
- ☐ h2. Accreditation Program for Construction Site Laboratory (TAF-CNLA-A05):
  - ☐ h2.1 Quality Plan, 1 copy

☐ h2.2 Engineering contract, 1 copy

☐ h3. Accreditation Program for Communication Equipment Laboratories (TAF-CNLA-A06):

☐ h3.1 Applicant applying for accreditation as an MRA conformity assessment body (testing laboratory), applicant is required to attach an designated MRA Conformity Assessment Body (Testing Laboratory) application form. (The application form is downloadable from the website http://www.dgt.gov.tw. It should be submitted together with this TAF Application Form.)

☐ h4. Accreditation Program for Laboratories Recognized by BSMI under the Mutual Recognition Arrangement (TAF-CNLA-A13):

☐ h4.1 For application to be under MRA with New Zealand or Singapore, please fill out the *Application Form – Accreditation Program for Laboratories Recognized by BSMI under the Mutual Recognition Arrangement* (TAF-CNLA-B10)

☐ h4.2 For application to be under MRA with FCC, USA, please fill out *Laboratory Information for Applying FCC Test Firm Registration* (TAF-CNLA-B11).

☐ h5. Accreditation Program for Public Construction Material Laboratory (TAF-CNLA-A17):

☐ h5.1 Declaration of Accreditation Program for Public Construction Material Laboratory (TAF-CNLA-A17)

☐ h6. Accreditation Program for US EPA Energy Star (TAF-CNLA-A19):

☐ h6.1 Self-check List and Assessment Records - Laboratory of US EPA ENERGY STAR (TAF-CNLA-B15).

Step 3: TAF received the registered mail, we will inform the applicant.

(1)The applicant will get the Laboratory code (the new ID) and new password; you should re-login to TAF Information System. (Upon the accreditation of the laboratory, the code automatically becomes its accreditation number.)

(2)The applicant should pay attention to all notice of the application progress in the system.

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