

R 01-06

TRANSFER OF ACCREDITATION
/ GLP COMPLIANCE AND FRANCHISING

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CONTENTS

1. Purpose and Scope 3

2. References and Definitions..... 3

3. Regulations..... 3

4. Franchising of Accredited CAB's..... 4

ADDENDUM 1: Amendment Record..... 5

1. Purpose and Scope

The purpose of this document is to define the requirements concerning the transfer of South African National Accreditation System (SANAS) accreditation/compliance status and to define the relationship between franchising and accreditation / GLP Compliance. This document is applicable to all divisions of SANAS and all accredited Conformity Assessment Bodies (CAB's) / Compliant Facilities.

2. References and Definitions

PM	SANAS Policy Manual
A 01	References, Acronyms and Definitions
F 147	Terms and Conditions of Accreditation
F 199	Terms and Conditions of GLP and GCP Compliance
R 03	Nominated Representative and Signatories: Responsibilities, Qualifications and Approval
ISO/IEC 17011	Conformity assessment – Requirements for accreditation bodies accrediting conformity assessment bodies

3. Regulations

3.1 SANAS retains the sole responsibility for the granting, maintaining, extending, reducing, suspending, withdrawing of accreditation/compliance status, and shall not delegate this responsibility to a third party.

The assessment may be subcontracted to a third party but the evaluation of the assessment and all subsequent decisions, i.e. granting of accreditation, etc., remain with SANAS.

3.2 Accreditation / compliance status shall not be transferred from one entity to another.

3.3 SANAS shall decline all applications for accreditation where the CAB sells, transfers or otherwise disposes of a material portion of its undertaking or changes its asset structure, and where such changes would in the reasonable opinion of SANAS result in:

- i) the CAB's inability to perform or observe its obligations in terms of the Terms and Conditions (F147 or F199); or
- ii) the CAB no longer complying with the Accreditation / GLP Compliance requirements.

Changes of a CAB's asset structure in the normal course of its business is exempted from this requirement.

3.4 In accordance with the Terms and Conditions of Accreditation (F147), the Terms and Conditions of GLP and GCP Compliance (F199), and R03 "Nominated Representative and Signatories: Responsibilities, Qualifications and Approval" a CAB shall inform SANAS in writing of any changes which may affect the CAB's compliance with the Terms and Conditions and all relevant Accreditation / Compliance requirements, or which affect or may potentially affect the CAB's capability or scope of Accreditation, including but not limited to changes to:

- i) Location;
- ii) legal, commercial, ownership or organisational status;
- iii) organisation, top management and key personnel, including but not limited to NRs, authorised signatories, quality assurance personnel, study directors, all in respect of SANAS;
- iv) The scope of Accreditation / Compliance status;
- v) resources, including equipment, facilities, working environment or financial position;
- vi) capability to adequately service its scope of Accreditation / Compliance, due to, for example, acts of nature, industrial action;

- vii) material portion of its undertaking;
- viii) asset structure;
- ix) any matters that can affect the ability to comply with the Accreditation / Compliance requirements; or
- x) major changes to policies or procedures that may affect the Accreditation / Compliance status.

- 3.5 Failure to notify SANAS of any such changes may result in the suspension of the accredited CAB / Compliance facility.
- 3.6 SANAS may perform accreditation assessments or compliance inspections if there are any changes as specified in clause 3.4. SANAS reserves the right to decide on the extent of the assessment / inspection as a result of any such changes.
- 3.7 Where a change in ownership is requested, a formal application must be submitted by the CAB, the Accreditation Manager will review the application to ascertain the extent of further actions required.

4. Franchising of Accredited CAB's

4.1 General

Franchising is the business practice whereby a franchisor allows a franchisee to use a certain trademark or trading name, and typically supplies support and training in exchange for a recurring royalty fee. The trademark is typically the name under which the business operates. The franchisee is a separate legal entity to that of the franchisor, although this is not necessarily apparent to the customer who assumes that the legal entity is the holder of the trademark or name under which the organisation operates.

As the franchisee does not own the trademark or name under which they operate, the franchisee is not explicitly identified as the entity that is legally responsible.

- 4.2 CAB's / compliant facilities shall under no circumstances franchise their accreditation / compliance activities to other CABs or organizations.
- 4.3 Each CAB / compliant facility shall be assessed / inspected as a separate entity and shall be held legally responsible with regard to their accreditation activities. This shall be clearly defined and documented.

