

1 Parties

This Agreement ("Accreditation Agreement") is made and entered into as of.....
[DD/MM/YYYY] by and between:

1. **Ethiopian Accreditation Service (EAS)** is a governmental organization located in bole sub city –
Woreda 6 Next to AMCE

Opposite to Nyala Motors, with in the NQI complex compound

Addis Ababa - Ethiopia

Phone Number - +251 11 667 0995/+251 116670990

P.o.Box- 3898 Addis Ababa, Ethiopia

Website- www.eas-eth.org

E.mail- info@eas-eth.org

Facebook: EAS-Ethiopian Accreditation Service

Twitter: @Eas_Ethio,

herein after referred to as "EAS", and represented by:

Mr./Ms.(Print full names and surname)

In his/her duly authorized capacity as Director General of EAS

AND

2. **[Full Name of the CAB]**, a/an
[legal status of the CAB, e.g, company] with[Registration Number, if applicable]
and physical address at[Full
Address of the Body], hereinafter referred to as the "CAB", and represented by:

Mr./Ms.(Print full names and surname)

..... (duly authorized person as Top Management of the body)

2 Services

2.1 EAS is the sole national accreditation body of Ethiopia established under Regulation No. 195/2010 for accreditation of conformity assessment bodies and later revised for the first time and re-established by Regulation No. 279/2012 and again revised for the second time

and re established by a regulation No. 421/2017.

- 2.2 The CAB shall only claim an accreditation for the scope that has been applied, assessed and granted accreditation certificate.
- 2.3 The CAB shall be cooperative when EAS carry out Initial assessment, follow assessment, scope extension, offsite assessment, non-planned assessments and reassessments to determine and ensure the CAB's competence against the relevant international standards on the scope seeking or granted accreditation.
- 2.4 EAS undertakes to apply the criteria for accreditation consistently in an objective and transparent manner and to utilize competent staff and assessors to provide the service.
- 2.5 The applicant Conformity Assessment Body (CAB) shall be advised in advance of the assessment team members for any reasonable objections, supported by written submission evidence, so that the individual members of the assessment team objection by CAB for the acceptance as member of the assessment team shall be reviewed by EAS and accommodates, where possible, after review and acceptance and validity of the concern by EAS.
- 2.6 Once EAS is satisfied that the Body is competent and meets all the requirements of the relevant standard(s), it will issue an Accreditation Certificate to the applicant Conformity Assessment Body (CAB). The scope of the Conformity Assessment Body's (CAB's) accreditation will be set out as an attachment to the Accreditation Certificate.
- 2.7 The Accreditation Certificate issued by EAS is valid for a period of four and half years EAS ensures sustainability of competency by follow up assessment as per to the accreditation cycle plan and the CAB has an obligation to cooperate.
- 2.8 EAS will allow the use of its accreditation symbol by the accredited Conformity Assessment Body (CAB) that confirms its accredited status to the client.
- 2.9 Once accredited, EAS will indicate how continuing conformity with the relevant standard(s) will be monitored in order that the accredited Conformity Assessment Body (CAB) may maintain accredited status. The frequency of monitoring will be determined by EAS, and depends on the scope and scale of the accredited activity of the Conformity Assessment

Body (CAB). The time frequency for the follow up visit shall not exceed two years. The follow up visit time depends on the assessment team recommendation (a year, 18 months 2 years) after initial assessment. In addition to the planned follow up visits, EAS reserves the right to carry out additional or unscheduled follow up visits, as it may reasonably require. Even though the accreditation certificate serves for four and half years, application for reassessment shall be submitted six months ahead of expire date of the accreditation certificate.

2.10 If, in EAS's view, the accredited Conformity Assessment Body (CAB) fails to comply with the terms of this Agreement (including any undertakings given to EAS), EAS may suspend or withdraw accreditation, reduce the scope of accreditation, impose a moratorium on the issue of accredited certificates or extensions to scope, require reassessment or impose such other sanctions as are appropriate and legal.

2.11 Accreditation by EAS does not in any way change the contractual responsibilities between the accredited Conformity Assessment Body (CAB) and its clients. Whilst accreditation is an indication of competence of the accredited Conformity Assessment Body (CAB), it cannot be taken to constitute an undertaking by EAS that the CAB will maintain a particular level of performance.

2.12 EAS shall notify the CAB for any changes that affects the activity of the CABs as of fee, policy manuals and accreditation processes.

- The organization shall analyse the impact of the change in location and shall prove its ability to further obtain valid results.
- Failure to notify EAS within the stated period will result in a penalty of 25% of the follow up fee and possibly re-assessment by EAS.

3 Services and Requirements

The Applicant/ Accredited Conformity Assessment Body (CAB) undertake:

3.1 To supply EAS with all information and facilities and to afford it such reasonable access and cooperation as, in each case is necessary to enable it to provide the service(s).

3.2 To provide access for EAS representatives to relevant areas of its clients' premises in order to

assess the Body's activities.

3.3 Provide or cover cost of transportation, accommodation and catering for the assessment team during onsite assessment

3.4. CABs shall Pay as per Regulation by Council of Ministers Reg. No. 276/2020 and as described below considering man days and EAS time line rule.

Accreditation Fees Schedule

No.	Service	Fee (Birr)	Remark
1	Document Review	6,000	
2	Pre-Assessment	3,000	One team leader for one day. If the review requires more man-days, the fee shall be multiplied by the number of man-days.
3	Initial Assessment	7,500	A team comprising one team leader, one technical assessor and, as required, one technical expert for one day. If the assessment requires more man-days the fee shall be increased proportionately.
5	follow up visit	6,000	A team comprising one team leader, one technical assessor and, as required, one technical expert for one day.. If the assessment requires more man-days, the fee shall increase proportionately.
6	Assessment for Additional Units	2,500	A team comprising One team leader or one technical assessor and, as required , one technical expert for one day, If the assessment requires more man-days, the fee shall be multiplied by the number of man-days.
7	Clearing Major Non—Conformance	2,500	One team leader or one technical assessor for one day. If the assessment requires more man-days, the fee shall be multiplied by the number of man-days.
8	Re-Assessment	7,500	A team comprising one team leader, one technical assessor and, as required, one technical expert for one day. If the assessment requires more man-days, the fee shall be increased proportionately.

9	Training	2,000	One trainer for a day. The fee shall be increased proportionately if the numbers of training days are increased. If the organization covers the accommodation and other expenses, the fee will be 30 percent of the total fee.
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3.5. At all time to comply with the terms of this Agreement and with the relevant requirements.

3.6. Not to use its accreditation in such a manner as to bring accreditation into disrepute, and to take appropriate steps to correct any statement used by itself and/ or its clients which EAS considers to be misleading.

3.7. To make it clear in all contracts with its clients and in guidance documents that a certificate or report issued in no way implies that any product, service or management system is approved by EAS.

3.8. To comply at all times with the requirements set out in EAS documentation covering conditions for use of the EAS accreditation symbol and to take all reasonable steps to ensure that compliance with these conditions is enforced amongst its clients and to make reference to EAS accreditation in the prescribed manner.

3.9. To comply at all times with any other obligations in terms of EAS's rules on Obligations of Accredited Conformity Assessment Bodies R04.3 as and when such rules are amended and updated.

3.10. To inform EAS of any planned changes one month ahead of its occurrence, or any unplanned or emergency changes within a week of its occurrence, which may have an impact on the Body's conformity with this Agreement and on the relevant standard(s) or may otherwise affect, or potentially affect, the Body's capability or ability to maintain its scope of accreditation, including but not limited to the following changes:

- a) Legal, commercial ownership, Name of the organization or organizational status;
- b) Organization, top management and key personnel;
- c) Main policies;
- d) Place for the essential calibration and testing instruments ; and
- e) Resources, Premises and contact details.

3.11. Upon suspension or withdrawal/termination of accreditation, however determined, to withdraw all material referring to its accreditation status and, in case of termination/withdrawal, to return all Accreditation Certificates if requested by EAS.

3.12. If operating as an inspection body and/or laboratory

- a) To undertake any reasonable check inspections, calibrations, or tests to enable EAS to verify the inspections, calibrations, or testing capability of the Body or, where appropriate, to participate in such measurement audit and/ or proficiency testing programmes as may be presented by EAS.
- b) To afford its clients or its representatives reasonable cooperation to facilitate monitoring of the performance of the Body in relation to the contract with the client, including affording access (subject to confidentiality of work for other clients) to relevant areas of the Body's premises for witnessing or checking the inspections, calibrations or tests performed for its client.
- c) To assist EAS in the investigation and resolution of any properly authenticated complaints referred to the accredited testing / calibration / proficiency testing provider activities

3.13. If operating as an inspection body

- a) To ensure that all safety related incidents, related to the scope of accreditation, which are reported by clients or other parties such as enforcing authorities are recorded and investigated and appropriate corrective action taken.
- b) To promptly provide EAS with details of safety-related incidents within the scope of the Body's accredited activities where compliance with the relevant standards has not been maintained and the incident may lead to enforcement action against the Body.
- c) To notify EAS of the details of all enforcement actions taken by regulatory authorities against the Body which relate to the scope of its accreditation.
- d) To contractually require their client's, whenever so requested by EAS, to allow EAS to witness the Body perform an inspection.

- e) To assist EAS in the investigation and resolution of any properly authenticated complaints referred to the accredited inspection activities

3.14. If operating as a certification body

- a) To contractually require their client(s) to allow, whenever so requested, EAS to witness the Body perform a certification audit of such clients.
- b) To assist EAS in the investigation and resolution of any properly authenticated complaints referred to the accredited certification activities
- c) To pay such fees and charges as are due to EAS within the prescribed timeframes in accordance with the fee schedule issued by EAS from time to time.
- d) EAS shall not allow the accredited CABs for product certification and management system certification for issuing non-accredited product certification and / or management system certification in scopes for which they are accredited.

4. Confidentiality

EAS, its employees and assessors agree to maintain as confidential and not to use or disclose to any third party, any information derived from the Body in connection with the services without written consent of the Body, except:

- 4.1. Any information which was in possession of EAS prior to its disclosure by the Body;
- 4.2. Any information which is or shall lawfully become part of the public domain, or obtained by EAS from a source independent of the Body; or
- 4.3. Any information which otherwise may be required to be made available to any court, fiscal or regulatory authority.

5. Health and Safety

The Body shall ensure that EAS employees and assessors & Experts, when attending the Body's or its clients' sites for assessment purposes, are provided with such personnel protective

equipment as maybe necessary to reduce risks to an acceptable level and meet any applicable legal requirements.

6. Liability

6.1. In providing the service(s), information or advice, neither EAS nor any of its employees, or assessors warrants the accuracy or completeness of any information, review, audit, accreditation or advice supplied.

6.2. EAS is liable to provide its services in professional manner and secured professional indemnity insurance if it is conclusively identified to be due to negligence, that leads adverse effect on the facility of the CAB for which EAS has the risk to indemnify Up to birr 200,000 per facility according to law of insurance of the country. Therefore the affected party shall get composition from the insurance company according to law of insurance of the country. The professional insurance coverage covers duties of all technical staffs, assessors both internal and external and accreditation approval committee However EAS is not liable for breaches resulting from failure to follow the accreditation requirements and activities of accreditation.

6.3. Indemnity

The Body undertakes to indemnify EAS against any losses suffered by or claims made against EAS as a result of misuse by the Body of any Certificate of Accreditation or license to use any accreditation symbol granted by EAS or as a result of any breach of the Body, of the terms of the Agreement.

7. Appeals

7.1. Appeals will be considered only against an accreditation decision made by EAS. An accreditation decision is a decision by EAS to grant, suspend, reduce or withdraw accreditation or when EAS grants or denies an extension of scope. Such a decision by EAS shall stand pending hearing of any appeal.

7.2. Appeals will be handled in accordance with the EAS Appeals Procedure, incorporated in the Accreditation Procedure P07.0, which is available on the EAS website or upon request.

8. Termination

8.1. This Agreement shall continue in force unless and until terminated by either party by giving 30 days written notice to the other. Accreditation may be withdrawn on application of an

accredited CAB on whatever reason. In this case the CAB shall inform its customers and notify EAS about this in writing within 30 days

8.2. Where a certification body gives notice of termination, the Body shall state the arrangements made, on termination, for the protection of clients holding accredited certification.

8.3. At the date of termination of this Agreement any Certificate of Accreditation granted hereunder shall immediately cease to be valid.

8.4. Any termination of the Agreement however caused shall be without prejudice to any rights or liabilities of the parties which have been accrued on or before the date of termination, but neither party shall have any rights to require performance of or liabilities to perform this Agreement after such date. Upon termination of this Agreement for any reason:

- a) Notwithstanding any other provisions of the Agreement, the terms of this clause (9) and clauses 4 (Confidentiality), 6 (Liability) and 6.3 (Indemnity) shall continue in force in accordance with their terms; and
- b) All fees and charges accrued (but unpaid) pursuant to this Agreement shall forthwith become due and payable.

8.5 The accreditation symbol shall not be used in the way that misleads clients that is the non-accredited parameter as accredited. If this happens, it shall be considered as fraudulent behavior; in this case EAS shall automatically cease the accreditation and take the case to court.

8.6. At any point in the application or initial assessment process or in the follow up assessment, or scope extension or re assessment, if there is evidence of fraudulent behavior, if the conformity assessment body intentionally provides false information or if the conformity assessment body conceals information, the Ethiopian Accreditation Service shall reject the application or terminate the assessment process or withdraw the accreditation certificate.

9. Arbitration

9.1. Any dispute about this Agreement between the parties in regard to:

- a) The interpretation of;
- b) The effect of;
- c) The parties' respective rights and obligations under;
- d) A breach of; or

e) Any matter arising out of; shall be decided by arbitration.

9.2. The arbitration shall be conducted under the rules based on the law of Federal Democratic Republic of Ethiopia.

10. Force Majeure

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed as set out in this Agreement shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission arises from causes reasonably beyond the control of such party.

11. Assignment

Except as otherwise agreed by the parties in writing this Agreement shall not be assigned in whole or part.

12. Third Parties

No person (other than EAS, its employees or subcontractors) who is not a party to this Agreement has or should have any right to enforce any term of this Agreement and no consent of any person who is not a party shall be required to any cancellation or variation of this Agreement.

13. Laws and Jurisdiction

13.1. Notwithstanding the location of the Body's principle place of business, registered office or where it carries out its business, this Agreement shall be governed in accordance with Ethiopian Law.

13.2. Should a dispute arise from this Agreement, such dispute shall be settled by a competent court with jurisdiction to hear the matter, unless otherwise agreed to between the parties at the time by means of Arbitration or other agreement.

Note; agreement should be filled and returned as per EAS time line rule (R07.0).

This Agreement signed at _____ on this _____ day (DD/MM/YYYY) (For the CAB)

Name: _____

Title: _____

Signature: _____

This Agreement signed at _____ on this _____ day (DD/MM/YYYY) (for EAS)

Name: _____

Title: _____

Signature: _____

As witness (EAS)

1. _____

2. _____

As Witness (CAB)

1. _____

2. _____