1 Parties
This Agreement is made and entered between the Ethiopian National Accreditation Office here in after referred to as ENAO and here in represented by:
Mr./Mrs. __________________________________________________________
(Print full names and surname)
In his/her duly authorized designation as Director General of ENAO
AND __________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
(In Insert the full Name, Registration Number where appropriate and Physical Address of the Body)
Hereinafter referred to as the “Body” and herein represented by:
Mr./Mrs. __________________________________________________________
(Print full names and surname of duly authorized person on behalf of the Conformity Assessment Body (CAB))
________________________________________________________________________________
(Designation of duly authorized person)

2 Services
2.1 ENAO 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 clam an accreditation for the scope that has been applied, assessed and granted accreditation certificate.
2.3 The CAB shall be cooperative when ENAO carry out Initial assessment, follow assessment, planned and 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 ENAO 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 ENAO and accommodates, where possible, after review and acceptance and validity of the concern by ENAO.

2.6 Once ENAO 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 ENAO is valid for laboratory a period of four and half years and for Inspection and Certification body two and half years ENAO 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 ENAO 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, ENAO 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 ENAO, 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, ENAO 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 for laboratories and two and half years for inspection and certification bodies, application for reassessment shall be submitted six months ahead of expire date of the accreditation certificate.

2.10 If, in ENAO’s view, the accredited Conformity Assessment Body (CAB) fails to comply with the terms of this Agreement (including any undertakings given to ENAO), ENAO 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 ENAO 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 ENAO
that the CAB will maintain a particular level of performance.

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

3 Services and Requirements

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

3.1 To supply ENAO 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 ENAO representatives to relevant areas of its clients’ premises in
order to assess the Body’s activities.

3.3 To provide or cover cost of transportation, accommodation and catering for the
assessment team during all onsite assessment for the period of the assessment.

3.3. CABs shall Pay as per Regulation by Council of Ministers Reg. No. 275/2012 and as
described below considering man days and ENAO time line rule.

Schedule
Accreditation Fees

<table>
<thead>
<tr>
<th>No.</th>
<th>Service</th>
<th>Fee (Birr)</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Document Review</td>
<td>3,500</td>
<td>Must be paid before initial assessment</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Shall be paid before reporting of document review</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>result to the applicant CAB</td>
</tr>
<tr>
<td>2</td>
<td>Pre-Assessment</td>
<td>4,000</td>
<td>One technical assessor for one day. If the review</td>
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<td></td>
<td></td>
<td></td>
<td>requires more man-days, the fee shall be multiplied</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>by the number of man days. Shall be paid before this</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>service delivered to the applicant CAB</td>
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</tbody>
</table>
3.4 At all times to comply with the terms of this Agreement and with the relevant requirements.

3.5 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 ENAO considers to be misleading.

3.6 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 ENAO.

3.7 To comply at all times with the requirements set out in ENAO documentation covering conditions for use of the ENAO 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 ENAO accreditation in the prescribed manner.
3.8 To comply at all times with any other obligations in terms of ENAO’s rules on Obligations of Accredited Conformity Assessment Bodies R04.3 as and when such rules are amended and updated.

3.9 To inform ENAO 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.

3.10 Upon suspension or withdrawal of accreditation, however determined, to withdraw all material referring to its accreditation status and to return all Accreditation Certificates if requested by ENAO.

3.11 If operating as an inspection body and/or laboratory
   a) To undertake any reasonable check inspections, calibrations, or tests to enable ENAO 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 ENAO.
   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 ENAO in the investigation and resolution of any properly authenticated complaints referred to the accredited testing / calibration / proficiency testing provider activities
3.12 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 ENAO 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 ENAO 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 ENAO, to allow ENAO to witness the Body perform an inspection.

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

3.13 If operating as a certification body

   a) To contractually require their client(s) to allow, whenever so requested, ENAO to witness the Body perform a certification audit of such clients.

   b) To assist ENAO 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 ENAO within the prescribed timeframes in accordance with the fee schedule issued by ENAO from time to time.

4 Confidentiality

ENAO, 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 ENAO 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 ENAO 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 ENAO employees and assessors, 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 ENAO nor any of its employees, or assessors warrants the accuracy or completeness of any information, review, audit, accreditation or advice supplied.

6.2. ENAO is liable to provide its services in professional manner and secured professional indemnity insurance if it is conclusively identified to be due to negligence, error and/or omission of assessment team or AAC that leads adverse effect on liability and/or accuracy of the result for which ENAO has ensured the risk to indemnify up to birr 100,000 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 ENAO 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 ENAO against any losses suffered by or claims made against ENAO as a result of misuse by the Body of any Certificate of Accreditation or license to use any accreditation symbol granted by ENAO 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 ENAO. An accreditation decision is a decision by ENAO to grant, suspend, reduce or withdraw accreditation or when ENAO grants or denies an extension of scope. Such a decision
by ENAO shall stand pending hearing of any appeal.

7.2. Appeals will be handled in accordance with the ENAO Appeals Procedure, incorporated in the Accreditation Procedure P07.0, which is available on the ENAO 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.

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.

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 ENAO, 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.

<table>
<thead>
<tr>
<th>ENAO</th>
<th>CAB</th>
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<tbody>
<tr>
<td>Name: Ethiopian National Accreditation Office</td>
<td>Name: _____________________</td>
</tr>
<tr>
<td>Representative Name: __________________________</td>
<td>Representative Name: __________________________</td>
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<tr>
<td>Signature __________________________</td>
<td>Signature __________________________</td>
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<td>Date: __________________________</td>
<td>Date: __________________________</td>
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</tbody>
</table>

As witness (ENAO )  
1. __________________________  
2. __________________________

As Witness (CAB)  
1. __________________________  
2. __________________________