0 Introduction

The parties to this agreement, i.e. the Ethiopian Conformity Assessment Enterprise's Certification Directorate, hereinafter referred to as 'ECAE/CD', as appropriate and the company/firm to be certified, hereinafter referred to as 'Client' have fully understood and concluded the following product certification system agreement.

1 SCOPE

ECAE/CD shall provide Product Certification Scheme in accordance with certification requirements as illustrated in Product Certification Requirements and the Scope of Certification at the Licensee's request subject to the fulfilment of Licensee's obligations under Clause 6.

ECAE/CD shall grant to the Licensee a non-exclusive and non- transferable license to use the Certification Mark for the Certified Product as detailed in Product Certification Requirements.

2 Purpose

The purpose of this document is to define terms, conditions and responsibilities that govern all parties to this certification agreement during and after the provision of the product certification service to the client.

3 Reference documents

Document Number	Document Title
CD/PC/QM1.0	ECAE CD PC Quality Manual
ISO/IEC 17065	Conformity assessment---Requirements for bodies certifying products, process and services
ISO/IEC 17000	Conformity assessment- General vocabulary
ISO/PAS 17001	Impartiality-Principles Requirements
ISO/PAS 17002	Confidentiality-- Principles Requirements
ISO/IEC 17030	Conformity assessment-General requirements for third party marks of conformity
ESA Directives	Directives for ES Mark Licensing

4 Definitions, Interpretations and abbreviations

For the purposes of this document, the terms and definitions given in ISO/IEC 17000, ISO/IEC 17065 and the following apply.

4.1 Definitions

Accreditation: refers to third party attestation related to a conformity assessment body conveying formal demonstration of its competence to carry out specific conformity assessments task.

Accreditation Bodies: Refers to authoritative bodies that give formal recognition of the competence of a Certification Body to provide certification services against specified standard such as Ethiopian Standards.

Agreement: The contractual arrangement under which a client is authorized to use the ES quality Mark to indicate compliance, with clearly defined product standards, subject to a program of verification administered by ECAE/CD.

Appeals: The process wherein a listing program client may challenge a finding by the certification body. The Appeals process is subject to oversight by the Listing Program Guidance Committee.

Applicant: A firm or person who applies for product certification (Certificate Holder). May also be referred to in this document as CLIENT.

Audit Report: is a document containing information from the initial, renewal and recertification product evaluation and qualification, used by an expert to determine continuing compliance of the product.

Authorized Representative: Refers to a person who is identified and authorized by ECAE/CD to perform the certification activities on assignment basis.

Certification: Third-party attestation related to products, processes, system or persons that specified requirements are fulfilled.

Certified Product: refers to Licensee's product that is produced at the Production Site and has undergone certification in accordance with Scope of Certification by ECAE/CD and complied with the Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions.

Certification Mark: refers to a protected mark, applied or issued under the rules of Product Certification Scheme, indicating that adequate confidence is provided that the relevant product is in conformity with the Product Certification Requirements, specified standard, procedures and relevant regulatory provisions.

Client: The organization that is responsible to a certification body for ensuring certification requirements including product requirements are fulfilled.

Complaints and disputes (by customers to the Suppliers / Certification Clients): Are subject to review during the routine follow-up inspections. Evidence that complaints have been responded to effectively is required, or a non-conformance may be raised.

Follow-Up Inspection (FUI): The process of verification that a product continues to conform to the initial program requirements, by periodic evaluation of the manufacturing and quality assurance activities of the factory.

Initial Factory Inspection (IFI): The process of evaluating the capability, processes, and quality assurance system of the product factory.

Product Certification Scheme: Rules, procedures and management for carrying out third-party product conformity assessment. (ISO/IEC 17067:2013)

Product Evaluation: The process of testing and analysis to determine if a product meets the requirements of a published international or national standard.

Recall: A request to return a product after the discovery of product defects that might endanger the consumer. Under circumstances where immediate danger exists, recall of the product may be required. The manufacturer and/or factory shall have in place resources and records to notify affected consumers and governmental agencies.

Scope of Certification: refers to the Certified Product which complies with the Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions produced at the Production Site as granted in the License

Surveillance: Systematic iteration of conformity assessment activities as a basis for maintaining the validity of the statement of conformity (ISO/IEC-17000-2004). See also: Follow-up Inspection.

Suspension: Under the terms of this agreement, when violations are found during the follow-up surveillance process, the privilege to use the ES quality Mark may be suspended until the violation is corrected. CLIENT may also request a voluntary suspension of the certification.

Termination: Under the terms of the certification agreement, when violations are found during the surveillance process, and the client is either unable or unwilling to take the needed corrective actions, the privilege to use the ES quality Mark may be ended permanently. CLIENT may also request termination of the certification.

NOTE: Product requirements can be specified in normative documents such as regulations, standards and technical specifications/certification scheme.

4.2 Interpretation

In this Agreement, unless the context requires otherwise:

a) Whenever any document other than Specified Standard is referred to in this Agreement, it shall mean the latest version of the document itself and shall supersede any document so referred to in this Agreement that is not the latest.

b) References to any statute, enactment, order or other similar instrument shall be construed as references to the statute, enactment or instrument as amended by any subsequent statute, enactment, or instrument as contained in any subsequent re-enactment, modification or statutory extension of any of the above.

c) Except where the context requires otherwise, the singular includes the plural and vice versa; a reference to one gender includes all genders, words denoting persons includes firms and corporations and vice versa.

d) Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction.

e) References to Clauses and Schedules are unless otherwise provided, references to clauses and schedules of this Agreement.

4.3 Abbreviations

ECAE - Ethiopian Conformity Assessment Enterprise
ES- Ethiopian Standards
CD- Certification Directorate
ESA- Ethiopian Standards Agency

5 Criteria Description

Article1: General

The Ethiopian Conformity Assessment Enterprise having its registered office in Addis Ababa, Bole Sub City, Wereda 6, hereinafter referred to as ECAE and the client who has been granted license to use ES mark hereinafter referred to as the client,

Company name:_____

Address:

Region_____Woreda_____City/Town:_____House No._____Tel.No:_____FaxNo._____ E-mail_____

Details of product(s) for which the Ethiopian Standards Mark License is requested and Relevant Ethiopian Standard(s)

CES/ES Reference No.	Title	ደረጃው የታተመበት Publication Date

have signed this Certification Agreement to use ES Mark on certified products covered by the appended license/ certificate (CD/PC/F7.7.1), as approved by the ECAE CD which are controlled by the licensee in accordance with the standard and the specific rules/schemes referred and the conditions of the following general agreement.

Article 2: Rights and Obligations of ECAE/CD

2.1 shall carry out the Product Certification activities in accordance with the Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions by its Authorized Representatives.

2.2 conducts surveillance quarterly, (CD/PC/P7.9.0/ Surveillance Procedure), renews the certificate annually and re-certifies per every three year to ensure that certified clients continue to comply with the relevant certification requirements or at frequencies and duration determined by ECAE CD in accordance with product scheme requirements.

2.3 shall be impartial (CD/PC/CRD4.5.1: Management of Confidentiality and Impartiality) in providing the product certification services.

2.4 maintains client's confidential information (CD/PC/CRD4.5.1: Management of Confidentiality and Impartiality) as well as trade secrets unless required by law or by the request of the client itself and adheres to procedure of business process.

2.5 informs its certified clients about the confidential information that it provides to other concerned bodies.

2.6 evaluates and makes decision on complaints and appeals it receives regarding its certification activities as per the documented procedure.

2.7 reserves the right to modify the contents of the certification requirements and procedures, but is required to timely notify the same to the certified clients.

2.8 makes publicly available information (CD/PC/CRD4.6.0) about the current status of certification granted.

2.9 gives due notice of any changes to its requirements for certification and the transition period by which the client shall conform to the new requirements, unless requested by law.

2.10 agrees not to disclose client's confidential information without the consent of the client. However, in case of serious infringement the CD is allowed to give the respective information to the respective authorities.

2.11 reserves the right not to accept an application from any applicant if the applicant failed to provide evidence in writing to prove that the applicant has binding relationship with the manufacturer.

Article 3: Rights and obligations of the licensee

The CLIENT has the following rights and obligations:

3.1 making all necessary arrangements to facilitate the certification activities of the ECAE/CD:

- the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
- investigation of complaints;
- the participation of observers, if applicable;

3.2 complying consistently with the requirements stated in the relevant standards and general as well as specific rules specified in the license (certification requirements). Accordingly, the ECAE/CD authorizes the

licensee to mark the products covered by the license, as stated in the product certification scheme and ES Mark directive.

3.3 implementing appropriate changes when communicated by the ECAE/CD.

3.4 permitting persons representing ECAE/CD and the accreditation body an unobstructed access to conduct the evaluation activities and draw samples of product(s) for laboratory analysis required by the relevant ES free of charge without prior notification to the premises and the facilities covered by the license.

3.5 producing products for which the license is granted to the same specifications as the sample that the ECAE/CD found by the initial testing to be in conformity with the standard.

3.6 Avoiding use of its product certification in such a manner as to bring the certification body into disrepute and not making any statement regarding its product certification that the certification body may consider misleading or unauthorized.

3.7 discontinuing use of all advertising matter that contains any reference thereto and taking action as required by the certification scheme upon suspension, withdrawal, or termination of certification.

3.8 reproducing the documents in their entirety or as specified in the certification scheme;

3.9 complying with the requirements of ECAE/CD as specified by the certification scheme in making reference to its product certification, in communication media such as documents, brochures or advertising.

3.10 informing the ECAE/CD, without delay, of changes that may affect its ability to conform to the certification requirements

NOTE Examples of changes can include the following:

- the legal, commercial, organizational status or ownership,
- organization and management (e.g. key managerial, decision-making or technical staff),
- modifications to the product or the production method,
- contact address and production sites,
- Major changes to the management system.

3.11 returning the certificate to ECAE/CD within specified time of termination or cancellation of the agreement.

3.12 accepting that ECAE/CD will draw representative sample size and test the product in the ECAE laboratory or if required in any other laboratory complying with the requirements of ISO/IEC 17025.

3.13 shall pay to ECAE CD the Fee in accordance with article 9.

3.14 shall provide a full type test report, when required by ECAE CD if there is a significant change in the production system, change of raw material or product design.

Article 4: Initial Assessment and Surveillance

The ECAE/CD carries out initial assessment and continuing surveillance in order to ensure the client's conformance to certification requirements, in accordance with the conditions stated in the product certification scheme, product certification procedure and as specified in the license.

Article 5: Use of ES Mark

5.1 In the event that ECAE/CD deems that the Products are in compliance with the Standards, then CLIENT shall have the right to use the name of ECAE and ES Mark in such form as shall be determined by ECAE/CD in the promotion, advertising, and labeling of the Products provided, however, that copies of all promotional, advertising and labeling material containing ECAE's name or reference to its Certification Mark shall first have been submitted to ECAE/CD for its approval, and such approval has been given, in writing.

5.2 If in the opinion of ECAE/CD any advertising or representation of CLIENT may be misleading, ECAE/CD shall notify CLIENT and CLIENT shall terminate the use of such advertising or representation forthwith, shall cancel any space or time taken prior to receipt of such notification and scheduled for dissemination more than thirty (30) days thereafter, and shall take such other steps as ECAE/CD may deem appropriate in the public interest, which may include, in ECAE/CD's sole discretion, publication at CLIENT's expense of public or private retractions, advertisements or statements to correct such misleading statements.

5.3 CLIENT also agrees that any deviation or variance in its Products from the Standards used by ECAE/CD in its certification shall allow ECAE/CD, in its sole discretion and at CLIENT's expense, to initiate such action as ECAE/CD considers necessary, including, but not limited to, withdrawal of the supply of Labels containing the ES Mark, removal of Labels containing the ES Marks from non-conforming products, removal of CLIENT's Products from the published Listings and notification of regulatory bodies, authorities having jurisdiction and other concerned parties.

5.4 The client shall make claims only within the scope of the statement of conformity and shall not use the statement of conformity in a manner that would bring ECAE/CD into disrepute. Further, the statement of conformity can only be used to indicate that the product is in conformity with the standards specified on the statement of conformity.

5.5 Label rules:

The labels on which an ES Mark is contained produced by the CLIENT after advance written approval of such label by ECAE/CD and shall be the property of ECAE/CD until the Products to which they are affixed have left the possession of the CLIENT.

5 . 5 1 CLIENT shall assume all responsibility for all information on labels produced by CLIENT.

5.5.2 ECAE/CD has granted to CLIENT a non-exclusive license to use its Certification Mark and labels in accordance with this agreement. The ES Mark shall be affixed or applied only in such manner and in such form as shall be approved in advance by ECAE/CD.

5 . 5 . 3 The use of such Mark shall constitute an affidavit and warranty by CLIENT that the Product has been made without change and in compliance with the applicable requirements of the Standards.

5.5.4 It is the responsibility of the manufacturer to take care to minimize the risk of label counterfeiting and misuse. Examples of good practice include molding or stamping label information in plastic and metal parts, which cannot be removed without destroying the integrity of

the part. If removable labels are used, they must be “tamper-resistant” such that upon attempted removal, they are permanently defaced and cannot be applied to another product.

5.6. Product Samples:

5.6.1. ECAE/CD may request a sample of any changed Product for examination at CLIENT’s expense. If the Product as changed is deemed by ECAE/CD to be in compliance with all requirements of the Standards, CLIENT shall be so notified by ECAE/CD in writing, and CLIENT may thereafter affix, apply or use the ES Mark in connection with the Products as changed.

5.6.2. CLIENT shall pay ECAE/CD’s then existing fees and expenses for such services. Failure of CLIENT to give timely notice to ECAE/CD of a proposed change to a Product shall in the sole discretion of ECAE/CD terminate the rights of CLIENT under this agreement with respect to the use of any ES Mark on, or in connection with, the changed Product.

5.7. Changes to product test standards:

5.7.1 In the event that a Standard is withdrawn, or revised during the term of this agreement, ECAE/CD shall determine the date by which use of the ES Mark under the Standard shall terminate and shall notify CLIENT of such date. In such event, CLIENT shall, if requested by ECAE/CD, deliver to it all nameplates and labels containing ES Marks and any other means of applying such Marks as evidence of compliance with the Standard, before revision or withdrawal.

5.7.2 CLIENT may submit test reports and other evidence satisfactory to ECAE/CD that CLIENT's Products comply with a revised Standard and ECAE/CD may issue a revised report addressed to CLIENT which will effectively renew the use of the ES Mark under the terms and conditions of this agreement with such amendments as may be mutually agreed upon.

Article 6: Complaints

The CLIENT of ECAE/CD keeps relevant records and upon request report to the certification body any complaints regarding those aspects of the products covered by the license. The CLIENT takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification; the actions shall be properly documented.

Article 7: Publicity

7.1 The CLIENT has the right to publish the fact that it has been certified.

7.2 The ECAE/CD gives publicity to the CLIENT with a standard in the public journal or any public media and cancellation of this agreement with the licensee, as appropriate.

Article 8: Confidentiality

8.1 ECAE/CD shall hold in strict confidence all design and manufacturing data, test and audit reports and any other information provided by CLIENT in accordance with the terms of this agreement relating to any aspect of CLIENT's business.

8.2 Such data, reports and other information may, with the written consent of CLIENT or in response to legal process, be made available by ECAE/CD to administrative and governmental bodies, or others.

8.3 Use of ECAE name:

8.3.1 CLIENT shall not use the name of ECAE/CD, its test results or its Certification Mark in connection with the promotion, advertising or labelling of any product which has not been determined by ECAE/CD to meet the Standard as provided herein, nor shall CLIENT use ECAE/CD's name, test reports, or ES Mark after the termination of this agreement.

8.3.2 It is understood and agreed that CLIENT may not use the corporate names of Consumer and Retail Services, ECAE/CD, their marks, seals or insignia in advertising to the general public, except as specifically approved in writing in advance by ECAE/CD which approval may be withheld at ECAE/CD's sole option.

8.4 Contract period and termination:

8.4.1 Commencing on the date of acceptance by ECAE/CD, this agreement shall be for a period of three (3) Years or as specified on the specific product scheme and shall continue thereafter until and unless terminated by either party.

8.4.2 CLIENT agrees that upon termination of the Agreement for any reason, CLIENT will return ES Marks in its possession, will provide to ECAE/CD, or dispose of to the satisfaction of ECAE/CD, any stamps or dies that indicate ECAE/CD certification, and ECAE/CD will be entitled to remove the Products from its published listings.

Article 9: Payment

9.1 The CLIENT pays to the ECAE/CD all expenses in relation to Initial evaluation, certification, and surveillance, sampling and testing costs as per ECAE's fee structure.

Payment Conditions Options:

1. ☐ Once for full certification (i.e. three years)
2. ☐ Once in a year
3. ☐ Every six months
4. ☐ On every audit basis

9.2. Factory's Quality Assurance

9.2.1 The factory must demonstrate the effectiveness of its Quality Management system or quality plan to assure the outgoing quality of its product(s). This is verified by the factory Inspector during the factory Inspection.

The factory/manufacturer shall:

A. Assign a person responsible for Quality Assurance. This person may have other responsibilities which could include the liaison with ECAE/CD as described in product certification scheme.

B. Effectively implement the documented procedures.

9.3. ECAE/CD Subcontracting

9.3.1 ECAE/CD may, at its discretion, and as permitted by the regulations of the specific product certification program, subcontract product evaluation or inspection work to qualified ECAE/CD affiliates, outside firms or individuals.

9.3.2 Notwithstanding any subcontract, or consent thereto, ECAE/CD shall not be relieved from fulfilling any provisions of this Agreement. ECAE/CD will be fully responsible to the CLIENT for the acts and omissions of its subcontractors. Further, ECAE/CD shall not subcontract any certification services and shall maintain responsibility for granting, maintaining, extending, suspending or withdrawing any certification hereunder.

9.4 Surveillance Frequency

9.4.1 Surveillance audits are scheduled based upon the requirements of the specific product scheme under which the product is being certified. When not otherwise specified, the audit schedule for all voluntary standard product clients is two (2) surveillance per year and four (4) surveillances per year for compulsory standard products. Follow-up inspections are usually conducted on a quarterly or semi-annual basis. However, when seasonal or non-regular production is involved, it may be necessary to conduct the requisite inspections within a single production cycle.

9.4.2 When required by regulatory requirements or specific program requirements, inspections continue on the frequency mandated by the program for the life of the certification. In no case, would ECAE/CD permit less than two inspections per year.

9.5.3 Results of follow-up inspections (or other evidence that certification requirements have not been met) may justify an increase in the number of factory inspections per year and/or an increase in the frequency of such inspections.

9.5.4 Inspection results will be evaluated in accordance with pre-defined and specific risk criterion when justified by the factory's production schedule and previous inspection results. Inspection frequency can be reduced after the factory has demonstrated through

at least four (4) inspections that appropriate and necessary actions were taken to mitigate specific risks.

Examples of risk criterion to be considered may include (but are not limited to) the following:

- Production of products that are intended for use in hazardous locations;
- Evidence or suspicion that the factory has not been producing a product in conformance with the product standard requirements or failure to maintain appropriate controls over its production process at a facility;
- When a facility is in a region where mislabelling or counterfeit labelling occurs frequently and there is a question about the factory's ability to control and mark products correctly;
- Evidence or suspicion that the factory is not using or controlling the ES Mark correctly; or
- Evidence or suspicion that safety concerns exist concerning the products.
- Factory's production schedule and previous inspection results warrants changes to inspection frequency.

Article 10: Withdrawal of a license (Involuntary Suspension, Termination & Recall)

If withdrawal of the license comes into question, the necessary time of notice prior to the withdrawal will differ due to the situation that causes it.

10.1 Deficiencies in the product's test performance or the manufacturer or factory's quality assurance and fabrication procedures will be evaluated in accordance with the specific product certification scheme requirements. The degree of action taken by ECAE/CD will vary with the degree of noncompliance and the effect of the deficiency on product safety and intended use of the product.

10.2 Suspension: In the event that ECAE/CD suspends certification of a Product, the CLIENT will:

a. Advise all existing and potential purchasers regarding the status of certification,
b. Make no misleading statements and/or claims during the suspension period, and
c. Cease the use of the ES Mark on the Products produced following the date of suspension

10.3 A suspension may be repealed based on the manufacturer or factory's proven compliance with the product certification scheme requirements. Re-approval will be established for correction. The level of re-evaluation required for re-approval and the allotted time period for corrections will be established by the certification quality Manager.

10.4 Product Recalls: In the event that public safety is affected, ECAE CD shall enforce to recall a product.

10.4.1 Product Recall shall be enforced for the following reasons:

i. Misuse of the Certification Mark and/or ECAE Label on non-certified product.

ii. Product with critical or major defects detected during Surveillance, market sampling or complaint investigation which:

   a. have been released for sale; or

   b. are being offered for sale; or

   c. have already been sold

iii. Unauthorized variation from the Design Freeze of the Certified Product, which may jeopardize the safety of user.

10.4.2. The Licensee shall recall the Product as directed by ECAE CD within a reasonable time and in the manner determined by ECAE CD.

10.4.3 The Licensee shall advertise the recalled Product as per ECAE CD Product Certification Requirement and Product Recall procedure and shall bear all the costs for the Product Recall including the cost for advertisement.

10.4.4 Failure to comply with an ECAE/CD mandated recall will result in termination of this agreement, and written notice of such termination will be issued to applicable authorities and/or regulatory agencies recognizing ECAE/CD certification of the product.

10.5 Termination:

10.4.1 Approval to the product certification agreement will be terminated upon the manufacturer or factory's inability to rectify any noncompliance within the allotted time period.

10.4.2 Termination of approval will occur after review and confirmation by the certification quality Manager of the non-compliant program status and issuance of a Notice of Delisting and Removal of the ES Mark.

10.4.3 ECAE/CD reserves the right to publish notice of the termination of the certification.

10.4.4 Decision of cancellation shall be sent by registered letter to the other party, stating the reasons and the date of termination of the agreement.

10.5 Voluntary Suspension or Termination:

10.5.1 A client may request a voluntary suspension of listing privileges, for a period not to exceed 12 months. Typically this will be for business reasons such as suspended production due to lack of demand, etc. In this case, carrying out follow-up inspections imposes an undue expense with no benefit either to the client or to the certifying body.

10.5.2 If a voluntary suspension extends beyond 12 months, it automatically becomes an involuntary termination, and requires a new program application and complete product re-evaluation to restore the permission to use the ES Mark.

10.5.3 The client may extend the voluntary suspension for an additional 12 months by submitting a new request for voluntary suspension, in addition to hosting a follow up inspection, prior to the expiration of the suspension period.

10.5.4 All voluntary suspensions and/or terminations must be documented by written request.

10.5.5 During the suspension period ECAE/CD may perform an unannounced inspection to verify that the certification mark is not being applied to products.

10.5.6 Upon termination of the certification, ECAE/CD will consider the certification period as valid. Any production during the suspension period shall not be considered valid.

10.6 Intellectual Property Rights

10.6.1 The Licensee acknowledges and agrees that any Intellectual Property Rights currently owned by ECAE CD shall remain the sole property of ECAE CD.

10.6.2 The Licensee shall not utilize ECAE CD's company data, schemes, Specified Standards, Label and Certification Mark, or other proprietary rights belonged or licensed to ECAE CD for any purpose other than in relation to its obligations under this Agreement.

10.6.3 The Licensee shall forthwith notify ECAE CD if any claim or demand is made or action brought against Licensee for infringement or alleged infringement of any Intellectual Property Rights in connection with this Agreement and shall fully indemnify ECAE CD from and against all actions, suits, losses, damages, costs, expenses, demands and liabilities, arising out of or in connection with the infringement or allegation of infringement in respect of any third party's intellectual property rights.

10.6.4 ECAE CD shall have at its own expense to conduct any litigation arising and all negotiations in connection therewith and in such event the Licensee hereby granted to ECAE CD the exclusive control of any such litigation and such negotiations.

10.6.5 The Licensee shall at the request of ECAE CD afford to ECAE CD all reasonable assistance for the purpose of contesting any claim or demand made or action brought against Licensee or ECAE CD for infringement or alleged infringement of any such Intellectual Property Rights and shall be repaid all costs and expenses (including but not limited to reasonable legal costs and disbursements) incurred in so doing.

10.6.6 The provision stated under this Clause 16 shall be the ECAE CD's sole and exclusive remedies with respect to breach of intellectual property rights.

Article 11: Modification of product requirements

11.1 If the requirements applying to the products certification covered by this agreement are modified, the ECAE/CD immediately informs the CLIENT by registered letter (or equivalent means), stating at what date the modified requirements will become effective, and notifying the licensee of any need for a supplementary examination of the products which are subject to this agreement.

11.2 Within a specified period of time after receipt of the notification described in paragraph 11.1, the licensee shall inform the ECAE/CD by registered letter (or equivalent means) whether it is prepared to accept the modifications. If the licensee gives confirmation within the specified period of acceptance of the modification, provided the result of any supplementary examination is favorable, a supplementary license will be issued or other modifications of the ECAE/CD records will be made.

11.3 If the licensee advises the ECAE/CD that it is not prepared to accept the modification within the time specified in accordance with 11.2, or if the licensee allows the terms for acceptance to lapse, or if the result of any supplementary examination is not favorable, the license covering the particular product shall cease to be valid on the date on which the modified specifications become effective, unless otherwise decided by the ECAE/CD.

11.4 The licensee shall inform the ECAE/CD of any intended modification in the product, the production process or the management system.

Article 12: Liability

The certificate given to a client shall not be regarded as in any way diminishing the mutual contractual responsibilities/obligations between the client and his customer. While the certificate will normally be sound indicator of the capability of a client in line with the applicable standard and normative documents, it should not be taken as sort of guarantee accorded ECAE/CD.

Article 13: Appeal.

All appeals arising in connection with this agreement are to be settled in accordance with the appeal procedure, CD/PC/P7.13 of the certification body.

Article 14: Agreement period

This agreement comes into force on date---------- and remains in force until ---------- unless withdrawn for justified reasons or withdrawn by either party upon due notice given to the other party.

Issued in duplicate and signed by authorized representatives of the certification body and the licensee.

15 Subsidiary

License to use ES Mark of conformity (CD/PC/F7.7.1) or Certificate of conformity (CD/PC/F7.7.2)

-Ethiopian standard: CES/ES --------

(Signature, title)	Date	(Signature, title)	Date
For the ECAE/CD:		For the applicant	

Revision No	Description of change	Author(s)	Effective date
1	Initial release	Muhiye E, Samson T and Yonatan M	
2	Second revision	Deressa Fuffa and Zeleke Folla	July15
3	Third revision	Fitsum Abebe and Gizachew Berhanu	December, 2020
Approved by: Amsalu Eneyew		Signature	