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		Copy No:	Rev No: 0
Title:	<b>Certification Agreement (Product Certification)</b>	Page No: Page 1 of 8	Effective date: 1 <sup>st</sup> June 2023

This is the Certification Agreement between:

1) Ethiopian Conformity Assessment Enterprise (ECAE) having its registered offices in Addis Ababa, Meganagna, Woreda 6, Bole sub city, P.O. Box 11145 Addis Ababa, E-mail: info-cc@eca-e.com (hereinafter referred to as "ECAE") of the first part;

and

2) Company Name:

.....  
 .....

Address:

Region.....Woreda..... City/Town.....

House No.....Tel.No:.....Email.....

3) Physical and Postal Address, Telephone number, and email address of the Main Office and /or Branch office, if different from the above

.....  
 .....  
 .....  
 .....  
 .....

Name of Chief Executive/Managing Director.....

Signature.....

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**Introduction**

The parties to this agreement, i.e. the Certification Directorate, ECAE CD hereinafter referred to as “ECAE CD” and the company to be certified hereinafter referred to as the “Client” have fully understood and concluded the following Product Certification Agreement on the applicable product standard(s) as follows:

Indicate the product standard(s) as applicable.....

.....

.....

**1.0 Purpose**

The purpose of this agreement is to define terms, conditions, and responsibilities that govern all parties to this agreement during and after the provision of the product certification activities to the client as per the requirements of ES ISO 17065:2012.

**2.0 Scope**


This certification agreement defines the terms, conditions, obligations, and responsibilities of both the ECAE CD and the client which they are required to abide by during the period of certification.

**3.0 Responsibilities of parties to the agreement**

**3.1 Rights and Responsibilities of ECAE CD**

ECAE CD shall

- 3.1.1 Carry out certification audits, surveillance audits, and recertification audits of the client’s product certification activities to determine the client’s competence against relevant national, regional, and international standards and applicable procedures and normative documents.
- 3.1.2 Surveillance audits shall be conducted three times in a year for mandatory standards and once a year for voluntary standards.
- 3.1.3 Renewal of product certification every year if the terms and conditions of certification are met within the timelines stipulated in the audit program for the cycle of certification.
- 3.1.4 In pursuance of its policy of continual improvement of its services, the ECAE CD reserves the right to modify the contents of its certification rules and procedures as necessary and give timely notification to the certified clients of any changes.
- 3.1.5 Give due notice of any changes to its requirements for certification and of the transition period by which the client shall conform with the new requirements and consequences should the client fail to comply with the requirements within the timescales notified

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- 3.1.6 Maintain the client's confidential information, trade secrets, and procedure of business processes unless specified by law or by the request of the client.
- 3.1.7 Inform its certified clients about the confidential information that it provides to other concerned bodies like the accreditation body and agreement group of a peer assessment scheme.
- 3.1.8 Evaluate and make decisions on complaints and appeals it receives regarding its certification activities and decisions as per its documented procedures.
- 3.1.9 Not be liable for any expenses, loss, or damages suffered by the client and caused by the client's participation in the product certification activities or as a result of the management system audit of the client's product certification process by the certification body or its representative.
- 3.1.10 If in the ECAE CD view the client fails to comply with the certification requirements or other terms of this agreement, ECAE CD may suspend, withdraw or reduce the scope of certification, direct for a recertification audit, or impose other sanctions as in the reasonable opinion of ECAE CD, as appropriate.

### **3.2 Rights and Responsibilities of the Client**

The Client shall,

- 3.2.1 Supply ECAE CD with all the information required and provide access to its premises, relevant information, records, documents, and facilities as necessary to enable it to provide the service under this agreement.
- 3.2.2 Abide by the terms and conditions as laid down by the ECAE CD from time to time.
- 3.2.3 Comply with the terms of this agreement and with relevant product certification standards, product standards, and normative documents and ensure that the products offered by the client conform to the requirements as stated in the certification requirements.
- 3.2.4 Take all the necessary steps and measures to ensure the safety of the representatives of the ECAE CD conducting the specified product certification activity at the company's premises.
- 3.2.5 Keep records of all complaints and remedial actions taken (if any) relating to the specified product certification standards and avail them to the ECAE CD upon request;
- 3.2.6 Accommodate the presence of observers as part of the audit team when requested by ECAE CD (e.g., accreditation body assessors, trainee auditors, with no additional costs)

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- 3.2.7 Allow ECAE CD to conduct unscheduled audits whenever it finds it to be necessary.
- 3.2.8 Pay to ECAE CD all outstanding fees upon the expiry or termination of the certificate
- 3.2.9 Destroy all letterheads and materials bearing the logo and confirm the same to the ECAE CD within 14 days from the date of expiry of the certificate.
- 3.2.10 Inform the ECAE CD in writing of any changes in the product certification system including 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.

#### **4.0 Certification claims and use of the certification mark**

- 4.1 The client is obligated to follow the rules on the use of the ECAE CD certification marks and any claims on certification as captured in POL/CD/1.3 which shall be issued to the client together with this agreement when certification is granted and is also available on the ECAE CD website.

#### **5.0 Complaints**

- 5.1 Any complaint registered by the client to ECAE CD regarding the certification activities shall be made in writing and should follow the complaints management procedure OP/CD/1.6 which is accessible on the ECAE CD website.
- 5.2 The client shall provide ECAE CD with all required information and access required to investigate and resolve any certification-related complaint against the client.
- 5.3 The client shall maintain records and provide information to ECAE CD on any complaints arising from the activities or operations of the certified client.

#### **6.0 Appeals:**

- 6.1 ECAE CD shall decide to grant, renew, maintain, extend the scope, suspend, or withdraw certification.

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6.2 Whenever the client is aggrieved by the decision made, the client has the right to appeal the decision which shall be handled according to the complaints and appeals handling procedure OP/CD/1.6 available on the ECAE CD website. (<https://www.ecae.org.et/>)

#### 7.0 Suspension/withdrawal

7.1 ECAE CD shall suspend a certification under the following conditions as per the Policy for granting, refusing, maintaining, renewing, suspension, restoration, withdrawing, extending & reducing the scope of Certification POL/CD/1.2:


- i. Non-payment of certification fee,
- ii. Significant areas of non-conformance to the applicable product standards and product certification scheme.
- iii. Ineffective or untimely correction of observed non-conformances,
- iv. Misuse of certificate of conformity or certification mark,
- v. The client's management system has persistently or seriously failed to meet product certification requirements, including requirements for the effectiveness of the management system,
- vi. The certified client does not allow surveillance or re-certification audits to be conducted at the required frequencies, or
- vii. The certified client has voluntarily requested a suspension

7.2 The client shall be given notice within five days when ECAE CD has decided to suspend the client for any of the above-mentioned reasons. The suspension period shall not be more than 3 months within which period the clients' management system shall not be active. If the client does not address the issues leading to the suspension within 3 months, then the certification shall be withdrawn.

7.3 Once the suspended client implements corrective actions for any of the conditions resulting in a suspension within the agreed-upon time frame ECAE CD shall lift the suspension of the certificate in writing and the certification shall be considered restored.

7.4 ECAE CD shall withdraw a certification under the following conditions:

- i. The rules and standards as a basis for the application have changed and these changes have not been realized by the client within an agreed period.

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- ii. Failure to resolve the issues that have resulted in suspension in a time established in agreement with the client.
- iii. Certification of conformity or the certification mark has been used in an incorrect manner (e.g., misuse or incorrect advertising)
- iv. The continued use of the certificate for promotion following the suspension of the certificate.
- v. The client has failed to fulfill its financial obligations (e.g., payment of charges (fees)).
- vi. Surveillance audits have not been performed in time.
- vii. The client voluntarily terminates the contractual relationship with the ECAE CD or withdrawal requests.
- viii. Closure of a company or facility.

### 8.0 Terms of Payment

Terms of payments are as per the document Product Certification Service fee document ECAE/MD/000.

#### 8.1 Payment conditions

The CLIENT pays to the ECAE/CD all expenses for Initial evaluation, certification, surveillance, sampling, and testing costs as per ECAE's Service fee document.

Payment Conditions Options:


- Once for full certification (i.e. One year)
- Every three months for mandatory products
- Every six months for voluntary products
- On every audit basis

### 9.0 Invoices

Invoices will be submitted as soon as practicable before performing certification activity and annually for maintenance of certification.

#### 10.0 Liability

10.1 The certificate given to a client shall not be regarded as in any way diminishing the mutual contractual responsibilities/ obligations between the client and its customer.

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10.2 While the certificate will normally be a sound indicator of the capability of a client in line with the applicable standards and normative documents, it should not be taken as a sort of guarantee accorded by the ECAE CD.

### 11.0 Indemnity

The client shall fully and effectively insure the ECAE CD against all costs, claims, actions, and demands arising from:

- i) The services provided by the ECAE CD.
- ii) The use or misuse by the client of the Certificate and/or mark provided by the ECAE CD by this agreement.
- iii) For any breach of this agreement both agreed parties are fully responsible.

**Note:** the client is not entitled to any refund of fees paid or costs incurred in the event of suspension, withdrawal/ cancellation, or modification of the certificate.

### 12.0 Ownership of the certificate

The certificate issued to the client and all copies thereof remain at all times the property of the ECAE CD and shall be returned immediately to the ECAE CD on cancellation of certification/termination of this agreement.

### 13.0 Cancellation of Product Certification Audit

If the client cancels the agreed audit with less than 30 days' notice from the day after the last day of the agreed dates for the visit, ECAE CD will charge a fee amounting to 25% of the estimated certification fees plus the cost, of any work performed till date, at the current man-day rate.

### 14.0 Termination of the agreement

This agreement may be terminated or certification canceled,

- 14.1 If either party fails to comply with or is violating any of the terms and conditions of this agreement
- 14.2 If the client's specified product certification requirements do not comply with the requirements of the product certification scheme
- 14.3 If the client fails to pay all financial dues to the ECAE CD as prescribed.

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- 14.4 Immediately upon either party being notified by the other of its intention to terminate the agreement/withdraw certification.
- 14.5 If any party goes into liquidation or part of the undertaking thereof.
- 14.6 If either party goes out of the business whether in whole or in part.
- 14.7 If any party faced known forced measures such as natural disaster, company shut-down, etc.)
- 14.0 Dispute Resolution and Application Law
- 15.1 Should any dispute of whatever nature arise from or in connection with this agreement, then the dispute shall be resolved by :( unless otherwise, the parties agreed in writing).
  - 15.1.1 In the first instance be referred to mediation by mediator (from both sides).
  - 15.1.2 Failing resolution by mediator shall be finally resolved by the Ethiopian 2009 civil code and civil procedures code's law.

**Acceptance of Certification Agreement**

The terms and conditions laid down in this document are acceptable to me.

**FOR THE CLIENT/  
ORGANIZATION**

**FOR THE  
CERTIFICATION DIRECTORATE**

\_\_\_\_\_

\_\_\_\_\_

**(Name, title and signature)**

**(Name, title and signature)**

**Authorize signatory**

**Authorize signatory**

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_