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EMIRATES NATIONAL ACCREDITATION SYSTEM




AGREEMENT BETWEEN ENAS & APPLICANT

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1. Introduction


- 1.1 The Emirates National Accreditation System (referred to as ENAS) is the UAE National Body for the Accreditation of Conformity Assessment bodies. ENAS operates under the Cabinet Decree No (22) for the year (2004) and its related Executive Regulation of National Accreditation System.
- 1.2 This Agreement sets out the relationship between ENAS and CAB and the standards and conditions to be met by an applicant in the operation of its accredited scope.
- 1.3 Both ENAS and the applicant are expected to abide by both the spirit and intention of this Agreement and with the requirements set out in this document.

2. Definitions and Interpretation

In this Agreement (including the introduction), unless inconsistent with the context or otherwise specified:

2.1 The following expressions have the following meanings:


- **Accreditation:** attestation by ENAS of the competence of a applicant Conformity Assessment Body (CAB) conveying formal demonstration of its competence to carry out specific conformity assessment tasks;
- **Agreement:** this agreement, as varied from time to time pursuant to its terms;
- **Certificate:** a certificate of Accreditation, including any annexes, provided by ENAS to Accredited CAB;
- **Conformity Assessment Body (CAB):** a body which is accredited or applying for ENAS Accreditation to carry out conformity assessment in accordance with the Standards;
- **IAF:** The International Accreditation Forum, Inc.;
- **IAF Requirements:** the requirements issued by IAF for the conduct of conformity assessment and used by ENAS for assessment and Accreditation;
- **ILAC:** The International Laboratory Accreditation Cooperation;
- **ILAC Requirements:** the requirements issued by ILAC for the conduct of conformity assessment and used by ENAS for assessment and Accreditation;
- **Parties:** the parties to this Agreement and "Party" means either of them;
- **Standard(s):** the applicable national or international standard(s), regulations and guides for which ENAS is appointed or recognised as the national accreditation body.
- **ENAS Fees:** the amount charged by ENAS to the applicant and accredited CAB for Accreditation service.
- **ENAS requirements:** the requirements for assessment and Accreditation adopted and used by ENAS from time to time;

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3. Obligations and Responsibilities of ENAS

ENAS will carry out assessment, surveillance and re-assessment of the CAB in accordance with its procedures to determine the CAB's competence in accordance with the relevant Standard(s) using applicable regulations, IAF requirements and ILAC requirements, as relevant, ENAS Requirements and/or other publicly available criteria.

- 3.1 ENAS will notify the CAB of its requirements for Accreditation and of any changes to those requirements. When ENAS notifies the CAB of any changes to those requirements it will specify the date by which they must be implemented, giving the CAB reasonable time to implement such changes.
- 3.2 ENAS will apply the criteria for Accreditation consistently and will provide suitably competent personnel for assessment of the CAB either by deployment of its own staff or through other contracted Assessors. ENAS will notify the CAB of the assessment team in advance and the CAB may raise objections to any member of that team on reasonable grounds notified in writing within 3 working days of such notification. ENAS will consider any such objections and respond accordingly to accommodate them but will retain ultimate discretion as to the choice of an appropriate team to carry out any assessment.
- 3.3 When ENAS is satisfied that the CAB meets the requirements for Accreditation, ENAS will issue An Accreditation Certificate to the CAB and will license on request the use of any appropriate accreditation symbol owned by ENAS and as per ENAS conditions for using ENAS Accreditation Symbol mandatory document.
- 3.4 The scope of the CAB'S Accreditation will be set out in an annex to the Certificate, known as the Scope of Accreditation. The Accreditation will remain in force subject to, and on condition that the CAB complies with, ENAS requirements and the terms of this Agreement or until terminated by ENAS.
- 3.5 For the avoidance of doubt, holding Accreditation Certificate does not in any way change the contractual responsibilities between the CAB and its clients. While the holding of a Certificate is an indication of the integrity and competence of the CAB, it does not constitute an undertaking by ENAS that the CAB will maintain a particular level of competence and performance.
- 3.6 ENAS will notify to the CAB how continuing conformity with the requirements for Accreditation will be monitored in order that it may maintain Accreditation. The frequency of monitoring will be determined by ENAS in accordance with ENAS published procedures and will depend on the scope of the Accreditation. In addition to planned surveillance visits ENAS reserves the right, as it may reasonably require, to carry out additional, unscheduled or unannounced visits and in particular to verify any doubts/ concerns against the CAB, or any notified changes to its requirements for Accreditation have been implemented.
- 3.7 If ENAS determines that actions are required to be taken by the CAB to maintain Accreditation or otherwise to ensure compliance with the terms of this Agreement, it will give the CAB Notice:

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3.7.1 of those requirements;
3.7.2 of the timescale(s) for compliance with those requirements; and
3.7.3 of the consequences which may follow, in terms of clause 3.8, should the CAB fail to comply with such requirements within the timescales notified.

3.8 If, in ENAS' view, the CAB fails to comply with the requirements to maintain Accreditation or other terms of this Agreement, ENAS may suspend, partially suspend, or withdraw Accreditation, reduce the scope of Accreditation, require re-assessment or impose such other sanctions as, in the reasonable opinion of ENAS, are appropriate; ENAS will give the CAB Notice immediately upon imposing any such sanctions. Withdrawal of Accreditation will not be imposed unless the CAB fails to carry out the actions of which ENAS has given notice to the CAB in terms of clause 3.7 within the timescales specified and where withdrawal of Accreditation has been specified as a consequence.

3.9 If, in ENAS view, circumstances beyond the CAB's control to disable the assessment process of the CAB for Accreditation, ENAS may, but without prejudice to its right to terminate this Agreement in terms of clause 12.2, suspend Accreditation until it can be satisfied that the CAB meets its requirements for Accreditation.

4 Obligations and Responsibilities of the CAB

4.1 The CAB undertakes to ENAS that it has the right, power and authority to enter into and perform its obligations under this Agreement. The signatory to this Agreement on behalf of the CAB has been duly authorized by the CAB.

4.2 The CAB undertakes to ENAS that at all times during the term of this Agreement it will:

4.2.1 comply with the terms of this Agreement;


4.2.2 fulfil the requirements for Accreditation set by ENAS for the areas where Accreditation is sought or granted, including adapting to changes in the requirements for Accreditation and where such changes are notified to the CAB under clause 3.2 notify ENAS when they have been fully implemented;

4.2.3 at all times comply with all policies and requirements of ENAS for conformity assessment bodies (available on www.enas.gov.ae).


4.2.4 supply ENAS with all information, grant it access to personnel, documents and facilities and afford it such co-operation as is necessary to enable ENAS to establish/monitor the suitability of the CAB for Accreditation pursuant to this Agreement;

4.2.5 provide evidence about its impartiality and level of independence;

4.2.6 ensure that, where witnessed assessments are deemed necessary, the CAB will have enforceable arrangements with its clients that commit them to provide on request, access to ENAS representatives to assess the CAB's performance in carrying out conformity assessment activities at the client's premises;

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- 4.2.7 at all times maintain high standards and act with integrity in the conduct of its business and activities, both with ENAS and its clients, with regard to its accredited services and accredited status, not do anything which could be regarded as bringing Accreditation into disrepute and take appropriate steps to correct any statement used by itself and/or its clients which ENAS notifies the CAB that it considers brings Accreditation into disrepute or to be misleading;
- 4.2.8 make it clear in all contracts or any documents given to its clients for guidance or explanation that a certificate or report issued by the CAB in no way implies that any product, service or management system is approved by ENAS;
- 4.2.9 not use the term "accreditation" or any similar term in its corporate or trading name or otherwise hold itself out as providing accreditation services, or refer to any other conformity assessment services that fall within the scope of ENAS accreditation as "accreditation"; and
- 4.2.10 make reference to ENAS Accreditation only in the permitted manner and according to ENAS policy for using Accreditation Symbol.
- 4.3 The CAB undertakes to ENAS to notify it of any circumstances which may affect the CAB's ability to comply with this Agreement or may otherwise affect, or potentially affect, the CAB's ability to fulfil the requirements for Accreditation as set out in its Certificate, including:
- 4.3.1 any change in its legal, commercial, ownership or organizational status or structure;
- 4.3.2 any changes to its top management or key personnel;
- 4.3.3 any change in its premises, equipment, facilities, resources or working environment where significant;
- 4.3.4 any significant change in its conformity assessment processes, practices or procedures; or
- 4.3.5 any change in its principal business policies.
- 4.3.6 Inform ENAS of other such matters that may affect or potentially affect the applicant's capability, or scope of accredited activities, or conformity with the requirements in this agreement.
- 4.4 The CAB shall notify ENAS promptly of any safety-related incidents associated with the CAB's accredited scope of activities that may lead to enforcement Action against the CAB and provide information relating to the incident to allow ENAS to assess the implications on the accreditation status of the CAB.
- 4.5 If operating as a Conformity Assessment Body which certifies or otherwise recognizes the activities of its clients, the CAB shall decline to certify any client to any standard used by ENAS for accrediting a Conformity Assessment Body save in so far as it may be necessary to assess a subcontractor to confirm that it meets the Conformity Assessment Body's requirements and where a subcontractor is so evaluated, ensure that any documentation issued as a result of successful

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assessment clearly states that it is only for the purposes of the subcontract and is not certification or accreditation.

- 4.6 The CAB shall assist ENAS in the investigation and resolution of any complaints made by third parties about the CAB's accredited activities.
- 4.7 Upon withdrawal or during suspension of Accreditation, the CAB shall withdraw and cease to use all material including that in electronic form on its website or elsewhere, referring to its Accreditation in so far as it relates to the conformity assessment tasks, for which it has had its Accreditation suspended or withdrawn.
- 4.8 Pay ENAS fees and charges as are due to ENAS on the terms set out in ENAS related procedures and regulations. ENAS fees are not refundable.
- 4.9 Pay ENAS fees of unannounced visits or additional assessments as per ENAS procedures.

5 Conditions Governing the Use of the ENAS Accredited Symbol by the CAB

- 5.1 The CAB hereby agrees to comply with ENAS conditions on using Accreditation Symbol and shall take all reasonable measures to ensure that compliance with these conditions is enforced amongst its customers.

6 Confidentiality

Each Party shall keep confidential any information about the business affairs of the other, which may come within its knowledge during the term of this Agreement, and shall not disclose to any third party without the consent of the other, provided that the above restriction shall not apply to:


- 6.1 confidential communications between the Parties and their respective professional advisers;
- 6.2 disclosures required to be made by either Party including, in the case of ENAS, any of its assessors or experts as required by law or by any court or fiscal or other regulatory authority; and
- 6.3 any information which, after the date of this Agreement, comes into the public domain, other than as a result (directly or indirectly) of the act or omission of the Party concerned or which is obtained by the Party from a source independent of the other.

7 Health & Safety

- 7.1 The CAB shall ensure that ENAS staff and assessors, when attending the CAB's or its clients' sites for assessment purposes, are provided with such personal protective equipment and all measure to ensure their safety and which are necessary to reduce risks and meet any applicable legal requirements.

8 Liability

- 8.1 No representation, promise or warranty, expressed or implied, is or will be made or

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given as to the accuracy or completeness of any information, review, assessment or advice supplied, made or given by ENAS (or any of its director, employees, assessors or sub-contractor) in the course of providing services pursuant to this agreement.

9 Indemnity

9.1 The CAB undertakes to indemnify ENAS against any losses suffered by or claims made against ENAS as a result of misuse by the CAB of any Certificate or licence to use any accreditation symbol granted by ENAS and/or as a result of any breach by the CAB of the terms of this Agreement.

9.2 The CAB undertakes to indemnify to pay ENAS the fines raised as a result of CAB's violation as specified in related regulations.

10 Complaints

10.1 Any complaint by the CAB or against the CAB shall be submitted officially to ENAS and shall follow the complaints process published on ENAS's website.

11 Appeals

11.1 Appeals against a decision of ENAS in the exercise of its functions must be made in writing and should follow the appeals process published on ENAS's website.

12 Agreement Validity & Termination

12.1 This Agreement shall continue in force unless and until terminated by either Party giving:

12.1.1 60 days' Notice to ENAS, in case terminated by CAB, CAB is obliged to pay all expenses of any preparations related to the continuation of this agreement.


12.1.2 90 days' Notice to the CAB, in case terminated by ENAS.

12.2 ENAS may withdraw Accreditation and terminate this Agreement with immediate effect by Notice to the CAB:

12.2.1 in the circumstances set out in clause 3.8, or;

12.2.2 where there is proven evidence of fraudulent behavior, or if the Customer intentionally provides false information, or violates accreditation requirements.

12.3 At the date of termination of this Agreement any Certificate shall immediately cease to be valid and the CAB will immediately cease to use any reference to Accreditation and withdraw all advertising or other matter, including that in electronic form on its website or elsewhere' which contains any reference to Accreditation.

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- 12.4 On termination the CAB will discontinue the issue of accredited certificates and reports and take such action with its existing clients holding accredited certificates as ENAS may require to indicate that the CAB is no longer accredited by ENAS.
- 12.5 Any termination of this Agreement however caused shall be without prejudice to any rights or liabilities of the Parties which have accrued on or before the date of termination. Upon termination of this Agreement for any reason:
- 12.5.1 Despite any other provisions of this Agreement, the terms of this clause and clauses 2(definitions and interpretation), 6 (confidentiality), 8 (liability) and 9 (indemnity) shall continue in force in accordance with their terms; and
- 12.5.2 all fees and expenses accrued but unpaid pursuant to this Agreement shall forthwith become due and payable.

13 Notices

- 13.1 Any Notice to be given under this Agreement shall be in written in Arabic or English and be delivered to addresses define in this agreement.

14 Outsourcing (Subcontracting)

ENAS may subcontract an activity in relation with provided Accreditation service to another Accreditation Body considering the related requirements of the international standard ISO/IEC 17011, and the following will apply:


- 14.1 ENAS and the subcontracted accreditation body can share information with each other concerning the conformity assessment body.
- 14.2 In all cases ENAS will remain responsible for the making of any decision relating to accreditation; ENAS will not subcontract this activity.

15 Law

- 15.1 This agreement shall in all respects be construed and operate as an Agreement made in UAE and in conformity with UAE Law and the construction and validity shall be governed by the Laws of UAE.

16 Arbitration

- 16.1 All disputes, differences or questions at any time arising between the parties as to the construction of this agreement or as to any matter or thing arising out of this agreement or in any way connected therewith (which cannot be settled by mutual agreement) shall be referred to a single arbitrator who shall be agreed between the parties or, failing such agreement, who shall be appointed at the request of either party by the Director of National Accreditation Department in accordance with prevailing laws of the Government of UAE.
- The arbitration shall be held in the UAE and shall be in accordance with the

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prevailing laws of Government of UAE and any statutory modification or re-enactment thereof for the time being in force.

17 Understanding

I have also read, understood and agree with ENAS polices and guidelines.

18 The Parties of the Agreement

Both Parties have signed this Agreement on the date set out above

For and on behalf of (Applicant):

Signed by:

Name (authorized by applicant):

Position:

Dated:

Address:

**For and on behalf of
Emirates National Accreditation System (ENAS)**

Signed by:

Name:

Position: Director of National Accreditation Department

Dated:

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