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| **CAB Number** |  |  |  |  |  |  |

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| **EGAC - CAB AGREEMENT** | |
| This agreement contains (4) pages, and is made on / / between: | |
| 1. The Egyptian Accreditation Council having its registered office at Borg Riad El-Maadi no. 1, Korniesh El-Maadi, Cairo, Egypt and called (EGAC), | |
| Represented by: …………………………….. Position ……………………………. (1st Party) | |
| (2) The Conformity Assessment Body called (CAB) which seeking accreditationagainst the international standard (.........................) having its full name:  ………………………………….………………………………….………………………………..  and address below:  ….………………………………….………………………………….………………………..….. | |
| Represented by: …………………………….. Position ……………………………(2nd Party) | |
| 1. **Services provided by EGAC** | |
| * 1. EGAC will carry out assessment, consecutive assessment and re-assessment of the CAB to determine competence against the relevant international standards, using applicable ILAC IAF, and EGAC Requirements. | |
| * 1. EGAC will apply the criteria for accreditation consistently and will provide suitably qualified personnel for assessment and consecutive assessment of the CAB. The CAB will be notified of the assessment team in advance and any objections to individual members on reasonable grounds will, wherever possible, be accommodated. | |
| * 1. In the event that accreditation is granted, an accreditation certificate will be issued to the CAB by EGAC. The scope of accreditation is set out in the schedule and attached to the accreditation certificate. | |
| * 1. The certificate remains in force for a defined period (usually four years) subject to, in condition that the CAB complies with, the terms of this agreement. | |
| * 1. EGAC will indicate how continuing conformity with the relevant standard(s) will be monitored in order that the CAB may maintain accredited status. The frequency of monitoring will be determined by EGAC and depends on the scope and scale of the accredited activity of the CAB (but the minimum requirement is normally consecutive assessment periodically and a full re-assessment every fourth year). In addition to the planned consecutive assessment visits, EGAC reserves the right to carry out additional or unscheduled consecutive assessment visits at intervals other than those predetermined as it may reasonably require. | |
| * 1. If an accredited CAB fails to comply with the terms of this agreement, or any undertakings given to EGAC, the relevant accreditation criteria or the conditions for the use of the EGAC accreditation symbol, EGAC may suspend or withdraw accreditation or reduce the scope of an accreditation. Withdrawal of accreditation will not be imposed unless the CAB fails to carry out the actions required to maintain accreditation in the scheduled timescales as notified in writing by EGAC. | |
| * 1. Accreditation shall not be regarded as in any way changing the contractual responsibilities between the accredited CAB and its client. While accreditation is the indication of the integrity and competence of the accredited CAB, it cannot be taken to constitute an undertaking by EGAC that the accredited CAB will maintain a particular level of performance.   2. In providing the service(s), information or advice, neither EGAC nor any of its employees or assessors warrants the accuracy or completeness of any information, review, audit, certification or advice supplied from the CAB. | |
| 1. **Services required from the CAB** | |
| The CAB undertakes:   * 1. a.To supply EGAC with all information and facilities and to afford EGAC such reasonable access and co-operation as, in each case, is necessary to enable it to provide the services.   b. To supply and arrange with EGAC when requested for its accreditation activities (assessment, witnessing, information and facilities) and to afford EGAC such reasonable access and co-operation as, in each case, is necessary to enable it to provide the services. | |
| * 1. a.To provide access to EGAC assessors and experts to its customers’ premises to conduct assessment activities, as EGAC shall require.   b.CAB's have to where applicable, legally enforceable arrangements with their clients that commit the clients to provide, on request, access to EGAC assessment team to assess the CAB's performance when carrying out conformity assessment activities at the client’s site. | |
| * 1. a.At all times comply with these terms of this agreement and with the relevant accreditation standards and EGAC requirements as shown in EGAC’s publications and regulations which are posted in EGAC’s website and can also be claimed from EGAC accreditation managers.   b.CAB's are committed to follow EGAC regulation R4G for the use of EGAC accreditation symbol. | |
| * 1. Not use its accreditation in such a manner as to bring accreditation into disrepute, take appropriate steps to correct any statement that EGAC considers to be misleading and claim accreditation only with respect to the scope for which it has been granted. | |
| * 1. To make it clear, in all signed contracts with its customers that EGAC is not responsible for any product, service provided by the accredited CAB's and is limited to the accreditation for CAB's. | |
| * 1. To inform EGAC as soon as possible of any changes which may bear upon the CAB’s conformity with this agreement and the relevant standard(s) or may otherwise affect, or potentially affect, the CAB's capability or scope of accreditation, including but not limited to the following changes:  1. Ownership. 2. Legal, commercial or organizational status. 3. Key organization or management capabilities. 4. Personnel, equipment, facilities, working environment or other resources, where significant. 5. Premises. | |
| * 1. a. To withdraw all material referring to its accreditation upon withdrawal of accreditation, however determined.   b. CABs shall inform its affected clients of the suspension, reduction or withdrawal of its accreditation and the associated consequences without undue delay. | |
| * 1. To assist EGAC in the investigation and resolution of any properly authenticated complaints made by third parties about the CAB's accredited activities. | |
| * 1. To pay such fees and charges as are due to EGAC in accordance with the fee schedule issued by EGAC from time to time according to EGAC regulation R3G.   2. An accredited CB from EGAC is prevented and committed from issuing non accredited management systems certificates in scopes for which they are accredited. | |
| 1. **Actions for insuring the CAB status before withdrawal** | |
| The CAB is required to submit a declaration for its complying with the relevant standard, ILAC/IAF requirements, and EGAC requirements in case of:  - The missed accredited period "from accreditation certificate expiring to issuing a new one";  - The missed accredited period "from the last EGAC assessment visit to the date of CAB withdrawal. | |
| 1. **Confidentiality** | |
| EGAC employees and assessors agree to maintain as confidential and not to use or disclose to any third party, any information derived from the CAB in connection with the services without the consent of the CAB, except:   1. Any information which was in the possession of EGAC prior to its disclosure by the CAB. 2. Any information which is or shall lawfully become part of the public domain, or obtained by EGAC from a source independent of the CAB. 3. Any information which otherwise may be required to be made available to any court, fiscal or regulatory authority.   Note:  EGAC will publish its CAB accreditation information which related to its accredited scope, addresses, contact person , phone No. ,… | |
| 1. **Liability**   EGAC shall not accept liability for mistakes that accredited / inspected facilities may make or mistakes on certificates or reports issued by accredited CAB's. | |
| 1. **Indemnity** | |
| The CAB undertakes to indemnity EGAC against any losses suffered by or claims made against EGAC as a result of misuse by the accredited CAB of any accreditation, license or mark granted by EGAC as a result of any breach by the accredited CAB of the terms of this agreement. | |
| 1. **Appeals** | |
| * 1. Appeals shall be considered only against an accreditation decision made by EGAC. An accreditation decision is a decision by EGAC to grant or withdraw accreditation, also when EGAC grants or denies an extension to scope, or when EGAC reduces the accreditation scope. | |
| * 1. Appeals will be processed in accordance with EGAC Publication PB3G (Dealing with complaints and Appeals). The Publication is available on EGAC website. | |
| 1. **Termination** | |
| * 1. These arrangements shall continue in force unless and until terminated by either party by giving 90 days' written notice to the other. | |
| * 1. At the date of termination of this agreement, any certificate of accreditation granted hereunder shall immediately cease to be valid. | |
| * 1. Upon termination of this agreement for any reason, all fees and charges accrued (but unpaid) pursuant to this agreement shall forthwith become due and payable. | |
| 1. **Law and Jurisdiction** | |
| This agreement shall be governed and construed in accordance with Egyptian law. The parties hereby submit to the exclusive jurisdiction of the Egyptian courts or the concerned body of council state. | |
| **For and on behalf of the CAB** | **For and on behalf of EGAC** |
| **Signed** | **Signed** |
| **Name** | **Name**  **Hany El Desouki** |
| **Position** | **Position**  **Executive Director** |
| **Date** | **Date** |