FOR OFFICIAL USE
KENAS Reference(s)

KENYA ACCREDITATION SERVICE

KENAS Accreditation Agreement

Dated:_____day of_____20_____*[To be filled by KENAS on execution]*

This Agreement between:

(1) **Kenya Accreditation Service (KENAS)** having its registered offices in **Nairobi at No. 6 Masaba Road, P.O. Box 47400 NAIROBI 00100, E-mail: info@kenas.go.ke** (hereinafter referred to as **"KENAS"** which expression shall, where the context so admits, include its successors in title and assigns) of the first part;

And

(2) ……..……..……..…….……

…… *[Name of CAB]*

and having its registered offices at

……..……..……..

……..……..……..……

……...

[Physical, postal and email addresses] hereinafter referred to as the Conformity Assessment Body (CAB) of the other part.

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Recitals:

(A) **WHEREAS** KENAS is a State Corporation established vide Kenya Accreditation Service Act Cap. 496A Laws of Kenya as the sole national accreditation body for Kenya to provide internationally recognized Accreditation in accordance with ISO/IEC 17011 aimed at facilitating national, regional, and international trade, enhancing economic outcomes, managing and mitigatingrisks to quality, health, safety, protection of consumers and the environment, and the transformation of Kenya; and

(B) **WHEREAS** the CAB is desirous of Accreditation of its conformity assessment activities as provided in the application to KENAS;

NOW THEREFORE the parties hereby enter into this Agreement and agree to the terms and conditions as follows:

Definitions and Interpretation:

In this Agreement unless inconsistent with the context or otherwise specified:

The following expressions have the following meanings:

"**Accreditation**" means, in relation to a Conformity Assessment Body, an attestation by the Service that the Conformity assessment body is competent to carry out specific conformity assessment tasks;

"**Accreditation Advisory Committee**" means an Accreditation Advisory Committee established under section 9 of the Kenya Accreditation Service Act Cap. 496ALaws of Kenya;

"**Accredited body**" means an organization or a facility that has been accredited by the Service;

"**Accreditation certificate**" means a document or set of documents that states that Accreditation has been granted to the conformity assessment body named in the documents, the conditions under which the Accreditation has been granted and the scope of the Accreditation;

"**Accreditation Symbol**" means the mark issued by the Service to be used by an accredited body to indicate that body's accreditation status;

"**Accreditation scheme**" means the rules, processes or any other requirements established by the Service relating to specific conformity assessment activities to which a similar accreditation standard applies;

"**Assessment**" means the process undertaken by the Service to evaluate the competence of a conformity assessment body based on particular standards or other normative documents for a defined scope of Accreditation;

"**Board**" means the Board of Directors of the Service established under section 7 of Kenya Accreditation Service Act Cap 496ALaws of Kenya;

"**Conformity assessment**" means a demonstration that specific requirements relating to a product, process, system, person, or body have been fulfilled;

"**Conformity assessment body**" means a body that carries out compliance assessment services including the activities of calibration, certification of management systems, persons, processes, products or services, inspection, medical testing, production of reference materials, proficiency testing, testing (general), validation and verification;

"**Scope of accreditation**" means the specific conformity assessment services that may be offered by a conformity assessment body for which Accreditation has been granted by the Service;

"**Accreditation Decision**" means decision on granting, maintaining, extending, reducing suspending and withdrawing accreditation.

"**Service**" means the Kenya Accreditation Service established under section 4 of the Kenya Accreditation Service Act, Cap 496A Laws of Kenya, and herein also referred to as "KENAS"; and

"**Tribunal**" means the Accreditation Appeals Tribunal established under section 16 of the Act;

Commencement and Term of this Agreement

Unless otherwise terminated in accordance with the terms herein, this Agreement shall come into effect on the date indicated on the face of this Agreement and shall remain in force all through the validity of Accreditation.

Article 1: Rights and Obligations of KENAS

1.1. KENAS will carry out assessments, surveillance, and re-assessment of a CAB in order to determine the competence of a CAB against the relevant national, regional and international standard(s) and applicable criteria and guidelines prior to making an accreditation decision.

KENAS undertakes to consistently apply the criteria for Accreditation and utilize competent staff or contracted personnel to provide its services. The CAB will be advised of the assessment team in advance, and any substantiated objections to individual members

of the assessment team will, whenever possible, be accommodated. Such objections must be notified in writing within ten (10) working days of such notification, but KENAS will retain the ultimate discretion as to the choiceof an appropriate assessment team to carry out any assessment.

1.2. Once KENAS is satisfied that the CAB meets the requirements for Accreditation, KENAS will issue an Accreditation Certificate to the CAB. The scope of the CAB's Accreditation will be detailed in the schedule accompanying the Accreditation Certificate.

1.3. The Accreditation Certificate issued by KENAS is valid for four (4) years from the date of the accreditation decision, subject to and on condition that the CAB complies with the terms set out in this Agreement.

1.4. KENAS will grant rights for the use of its Accreditation Symbol, the combined KENAS and IAF MLA Mark, or combined KENAS and ILAC MRA Mark to confirm its accredited status, so long as the use is within the requirements set in this Agreement and respective KENAS guidelines.

1.5. Accreditation by KENAS does not in any way change the contractual responsibilities between the CAB and its clients. Whilst Accreditation is an indication of the competence of the CAB; for the avoidance of doubt, it cannot be taken to constitute an undertaking by KENAS that the CAB will maintain a particular level of competenceand performance.

1.6. Once accredited, the first surveillance assessment shall be carried out, on or before the sixth (6th) month for a newly accredited CAB. If the first surveillance assessment outcome is satisfactory, the surveillance assessments will be carried out once a year unless otherwise determined. KENAS will notify the CAB on how continuing conformity with Accreditation requirements will be monitored and ascertained for the CAB to maintain its accreditation status. In addition to the planned surveillance assessments, KENAS reserves the right to carry out additional or unscheduled assessments, as may reasonably be deemed fit. A re-assessment will be carried out every fourth (4th) year but at least six (6) months before expiry of the Accreditation.

1.7. If the Accreditation lapses and a re-assessment has been carried out, but a decision has not been rendered, the CAB may retain its Accreditation on such terms as may be specified by the Service.

1.8. If, in KENAS' view, the CAB fails to comply with the terms of this Agreement (including any undertaking(s) given by the CAB), KENAS shall suspend or withdraw Accreditation or reduce the scope of Accreditation or impose such other sanctions as are appropriate

and legal.

1.9. KENAS reserves the right to reject an application or terminate an assessment process where there is evidence of fraudulent behaviour and/or the CAB intentionally provides false information or conceals information.

1.10. KENAS will make public in the *Kenya Gazette* and on its website (www.kenas.go.ke) information about the current status of the Accreditation that it has granted to the CAB.

1.11. KENAS will, where necessary, provide on its website (www.kenas.go.ke) information on international arrangements in which it is involved.

1.12. KENAS shall give due Notice of any changes to its requirements for Accreditation.

1.13. If KENAS 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:

1.13.1. of those requirements;

1.13.2. of the timescale(s) for compliance with those requirements; and

1.13.3. of the consequences which may follow, in terms of clause 1.15, should the CAB fail to comply with such requirements within the timescales notified.

1.14. If in KENAS view, the CAB fails to comply with the requirements to maintain Accreditation or other terms of this Agreement, KENAS may suspend, or withdraw Accreditation, reduce the scope of Accreditation, require re-assessment, or impose such other sanctions as, in the reasonable opinion of KENAS, are appropriate. KENAS 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 KENAS has given Notice to the CAB in terms of clause 1.14 within the timescales specified and where withdrawal of Accreditation has been specified as a consequence.

Article 2: Rights and Obligations of the CAB

2.1. The CAB undertakes to supply KENAS with all the information required and provides access to facilities, documents and records, personnel records, location(s), equipment, and afford it such cooperation as necessary to enable KENAS to perform its assessment activities.

2.2. The CAB commits to fulfil continually the requirements of accreditation for the scope for which accreditation is sought or granted and commits to provide evidence of fulfilment. This includes agreement to adapt to changes in the requirement for accreditation.

2.3. The CAB agrees to use its Accreditation in such a manner as not to bring Accreditation into disrepute and take appropriate steps to correct any statement(s) issued by itself and/or its clients, which KENAS considers to be misleading.

2.4. The CAB agrees that the conformity assessment services it offers shall conform to the requirements stated in the conformity assessment standards, general rules and procedures and applicable guidance documents.

2.5. The CAB agrees to comply at all times with the requirements set out in KENAS documentation covering conditions for use of Accreditation Symbols (KENAS mark(s), orcombined KENAS & IAF MLA or KENAS & ILAC MRA Marks), and to take all reasonable steps to ensure that compliance with these conditions is enforced amongst its clients and to make reference to KENAS' Accreditation in the prescribed manner. KENAS documentation is available on the KENAS website (www.kenas.go.ke);

2.6. The CAB agrees that the relevant documents that are issued for conformity assessment services such as calibration stickers, certificates, reports shall be fully accounted for on the granted scope, and where non-accredited parameters are included; these shall be clearly stated as non-accredited.

2.7. The CAB agrees to inform KENAS of any planned changes which 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 fulfilment of the scope of Accreditation, including but not limited to the following changes:

2.7.1. Policies
2.7.2. Premises and contact details
2.7.3. Organization, top management, and key personnel
2.7.4. Legal, commercial ownership or organizational status;
2.7.5. Scope of accredited conformity assessment activities;
2.7.6. Essential calibration, test or inspection equipment specified in the schedule of Accreditation or that has a direct impact on the accredited scope; and
2.7.7. Other activities that may affect the CAB's ability to fulfil the requirements of Accreditation.

2.8. The CAB undertakes to withdraw all materials immediately referring to its accredited status upon suspension or withdrawal of Accreditation by KENAS.

2.9. The CAB shall afford such accommodation and cooperation as necessary to enable KENAS to verify the fulfilment of Accreditation requirements.

2.10. The CAB shall provide access to those documents that provide insight into risks associated with its operations, including risks to the impartiality of the CAB from its related bodies.

The CAB agrees to afford KENAS or its representatives' reasonable cooperation to facilitate monitoring of the performance of the CAB in relation to the contract(s) with its Client, including affording access to relevant areas of the CAB or Clients' premisesfor witnessing conformity assessment activities performed for its clients at the CAB's site or the clients' site.

2.11. The CAB agrees to ensure that all safety-related incidents to the scope of Accreditation that are reported by CAB or other parties such as enforcing authorities are recorded, investigated and appropriate actions taken.

2.12. The CAB agrees to promptly provide KENAS with details of safety-related incidents within the scope of the CABs accredited activities where compliance with relevant standards has not been maintained, and the incident may lead to enforcement action against the CAB.

2.13. The CAB agrees to notify KENAS of the details of all enforcement actions taken by regulatory authorities against the CAB, which relate to the Scope of Accreditation.

2.14. If operating an **Inspection Body and/or Laboratory**:

2.14.1. The CAB agrees to enroll and participate in proficiency testing programmes where applicable and where not, demonstrate the assurance of its capability by other means as required by KENAS Policies. The KENAS policies are available on the KENAS website (www.kenas.go.ke);

2.14.2. The CAB agrees to prepare, pack and dispatch inspection samples, test pieces or other items needed by KENAS or its Clients for verification purposes.

2.15. If operating a **Certification, Validation and/or Verification Body**:

2.15.1. The CAB agrees to contractually require its Client(s) to allow KENAS to witness the CAB perform its activities at the Client's premise whenever planned or requested.

2.16. The CAB undertakes to provide evidence about its impartiality and level of independence.

2.17. The CAB undertakes to ensure that, where witnessed assessments are deemed necessary, the CAB will have enforceable arrangements with its Clients who commit to provide access on request to KENAS representatives to assess the CAB's Client's performance on conformity assessment activities at the Client's premises.

The CAB undertakes at all time to maintain high standards and act with integrity in the conduct of its businesses and activities, both with KENAS 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 taking appropriate steps to

correct any statement used by itself and/or its Clients which KENAS notifies the CAB that it considers as bringing Accreditation into disrepute or being misleading.

2.18. The CAB undertakes to assist KENAS in the investigation and resolution of any complaints made by third parties about the CAB accredited activities.

2.19. The CAB undertakes to notify KENAS 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 not later than twenty-one (21) days from the date of the change, including:

2.19.1. any change in its legal, commercial, ownership or organizational status;

2.19.2. any order being made for the winding up of the CAB or for the appointment of an administrator, administrative receiver or receiver or such other voluntary or involuntary liquidation of the CAB;

2.19.3. any action being taken to enforce security granted by the CAB following default in respect of the secured obligation;

2.19.4. any changes to its top management or key personnel;

2.19.5. any change in its premises, equipment, facilities, resources or working environment;

2.19.6. any significant change in its conformity assessment processes, practices or procedures; or

2.19.7. any change in its principal business policies.

Article 3: Complaints

3.1 Any complaint by the CAB against KENAS must be made in writing and should follow the complaints management procedure published on KENAS website (www.kenas.go.ke).

3.2 The CAB undertakes to provide KENAS with all the required information and access required to assist in the investigation and resolution of any accreditation-related complaint about the CAB; KENAS will allow the CAB to investigate the complaint, and to provide feedback to KENAS on the investigation before KENAS carrying out its own investigation.

3.3 The CAB shall keep records and report to KENAS, any complaints arising from accredited conformity assessment activities or the scope under consideration for Accreditation.

Article 4: Health and Safety

The CAB shall ensure that KENAS employees and contractors personnel, when attending the CAB's or its Clients' sites for assessment purposes, are provided with such Personnel Protective Equipment (PPE) as may be necessary to reduce risks to

an acceptable level and meet any applicable legal requirements and Ministry of Health and Government directives.

Article 5: Confidentiality

5.1 KENAS shall inform the CAB, in advance, of the information it intends to place in the public domain. Except for information that the conformity assessment body makes publicly available, or when agreed between KENAS and the CAB (e.g., for the purpose of responding to complaints), all other information obtained during accreditation process is considered proprietary information and shall be regarded as confidential.

5.2 When KENAS is required by law or authorized by contractual arrangements to release confidential information, the CAB shall, unless prohibited by law, be notified of the information provided.

5.3 Information about the CAB obtained from sources other than the CAB (e.g., complainant, regulators) shall be confidential between the CAB and KENAS. The provider (source) of this information shall be confidential to KENAS and shall not be shared with the CAB, unless agreed by the source.

5.4 Staff, including any Accreditation Advisory committee members, Accreditation Appeals Tribunal members, contractors, personnel of external bodies, or individuals acting on the KENAS behalf, shall keep confidential all information obtained or created during the performance of KENAS activities, except as required by law, and:

5.4.1 to a person authorized to have that information for the performance of a function under the Act;

5.4.2 where that person is authorized under the Act to disclose that information;

5.4.3 where that person discloses that information in accordance with a provision of any written law or an order of a court of competent jurisdiction; or

5.4.4 where the information is disclosed by or on the authority of the Cabinet Secretary, the Board, or the Chief Executive Officer.

5.4.5 Confidential communications between the Parties and their respective professional advisers;

5.4.6 Communications between a Party and any of IAF, ILAC or signatories to the mutual recognition agreements between the members of such bodies under the terms of any cross-border policies published by any of IAF or ILAC;

Article 6: Fees

6.1 All fees payable to the service shall be paid via e-citizen unless advised otherwise.

6.2 The CAB shall pay initial accreditation fees upon execution of this Agreement.

6.3 The CAB shall pay such other fees and charges as are due to KENAS within thirty (30) days from the issuance of the invoice in accordance with the fee schedule and guidelines issued by KENAS from time to time.

6.4 A CAB from outside Kenya shall be required to pay all prescribed fees upfront or issue a form of guarantee before getting accreditation services.

6.5 If the CAB disputes any of the Charges on an invoice, the CAB shall pay the undisputed amounts and submit to KENAS a notice in writing of the disputed amount within fourteen (14) days from the date of receipt of the invoice. The CAB shall indicatethe reasons for disputing the invoice in the Notice.

Article 7: Publicity

7.1 The CAB has the right to publicize the fact that it has been accredited to provide specific conformity assessment services as per the accreditation schedule as per PL-54 Policy on the use of KENAS symbols, combined marks and reference to accredited status.

7.2 KENAS shall make publicly available without request, information on conformity assessment bodies as described in the schedule of accreditation and, where applicable, information on suspension or withdrawal of accreditation, including dates and scopes.

Article 8: Liability

8.1. In providing its service(s), information or advice, neither KENAS nor any of its employees, or subcontractors warrants the accuracy or completeness of any information, review, assessment, Accreditation or advice supplied.

8.2. Neither KENAS nor any of its employees or subcontractors shall be liable for anything done or omitted in good faith when providing the services(s) save to the extent that such losses arise out of the negligence of KENAS, its officers, employees or sub-contractors.

8.3. The CAB acknowledges that no employee or sub-contractor of KENAS owes any personal duty of care to it and that it shall not be entitled to bring any claim against any person other than KENAS arising out of or in connection with this Agreement.

8.4. Notwithstanding clause 8.2, KENAS shall have no liability for any indirect or consequential loss or damage, costs or expenses, or to the extent that loss arises out

of the provision of false, misleading, or incomplete documentation or information by the CAB.

Article 9: Indemnity

By signing this Agreement, the CAB hereby indemnifies KENAS against any losses suffered by or claims made against KENAS as a result of misuse by the CAB of any Certificate of Accreditation or license to use any Accreditation Symbols granted by KENAS or as a result any breach by the CAB, of the terms of this Agreement.

Article 10: Appeals

10.1. Where the CAB is aggrieved bythe accreditation decision made, it has a right of Appeal against the decision to the Accreditation Appeals Tribunal established under section 16 of the Kenya Accreditation Service Act CAP 496A in accordance with the guidelines set out under Section 17 of the Kenya Accreditation Service Act CAP 496A. Once the CAB exercises itsright of Appeal, the decision by KENAS shall stand suspended pending hearing and determination of the Appeal.

10.2. The Appeal will be handled in accordance with the provision of the Kenya Accreditation Service Act CAP 496A.

Article 11: Suspension/Withdrawal

11.1. Suspension and Withdrawal of accreditation shall be guided by ACC-RL-01- *Rules for granting, maintaining renewing extending reducing, suspending and withdrawing accreditation.* The rules are available on the KENAS website (www.kenas.go.ke)

11.2. The generality of the foregoing notwithstanding shall grounds of suspension shall include but not limited to;-

11.2.1. Provision of false or misleading information by the CAB.

11.2.2. The CAB is no longer fit to hold an accreditation.

11.2.3. Failure for the CAB to pay any prescribed fees in accordance with Article 6 and as prescribed under the Kenya Accreditation Service Act, 2019.

11.2.4. If the surveillance assessment of the CAB shows non-conformance with the conditions and/or requirements imposed by KENAS of such a nature that immediate withdrawal is not necessary.

11.2.5. If there is a case of improper use of the accreditation certificate or KENAS mark(s) or combined KENAS & IAF MLA or KENAS & ILAC MRA Mark(s) not solved by suitable retractions and appropriate remedial measures

undertaken by the CAB.

11.2.6. If there has been contravention of KENAS requirements for Accreditation and or breach of this Agreement.

11.2.7. If there is mutual Agreement between KENAS and the CAB emanating from significant changes in its management system, operations, change of key personnel, etc. that may impact the accredited scope.

11.2.8. If the CAB contravenes any provisions of the Kenya Accreditation Service Act Cap. 496A Laws of Kenya.

11.2.9. Any other reason that in KENAS opinion jeopardizes the status of Accreditation.

11.3. A CAB suspended on account of non – payment of the prescribed fees and/or on account of non-conformance with the conditions and/or requirements imposed by KENAS, for a period not exceeding six (6) months.

11.4. During the suspension, the CAB shall not make reference to Accreditation or purport to be accredited, and all reference to Accreditation shall be put on hold until the suspension is lifted.

11.5. .A CAB suspended on account of nonpayment of fees and/or on account of non-conformance with the conditions and/or requirements imposed by KENAS, shall have the suspension lifted upon settlement of invoiced amount at any time within the suspension period or upon correcting/fulfilling the requirements of the accreditation criteria provided that KENAS shall establish if the indicated conditions for re-instatement are fulfilled by carrying out an assessment at the cost of the CAB. Where these conditions are fulfilled, the suspension shall be lifted, and if not, KENAS shall withdraw the Accreditation.

11.6. KENAS shall withdraw from the Accreditation of the CAB where the CAB is suspended for non-payment of the prescribed fees or for failure to fulfil the requirements of the accreditation criteria and it fails to pay the fees or fulfil the requirements of the accreditation criteria within 6 months.

11.7. KENAS shall publish the suspension of Accreditation on its website (www.kenas.go.ke) within fourteen (14) days of the change of accreditation status.

11.8. The CAB shall still be required to pay the annual accreditation fee even if on suspension.

11.9. In the above cases, KENAS shall have the right to withdraw the Accreditation by formally informing the CAB in writing.

11.10. KENAS shall publish the withdrawal of Accreditation on its website (www.kenas.go.ke) within fourteen (14) days of the change of accreditation status.

11.11. Where withdrawal of the Accreditation is necessary, the conditions et out in the Kenya Accreditation Service Act Cap. 496A will prevail. Accreditation Symbol

11.12. Where a CAB whose Accreditation has been withdrawn seeks reinstatement, the CAB shall have to apply afresh for Accreditation, and the normal process from assessment through to award shall follow.

Article 12: Accreditation Certificate, Logo, Accreditation Symbol and Combined Mark(s)

12.1. An Accreditation Certificate shall be issued by KENAS subject to the following conditions:

12.1.1 The CAB is not in breach of this Agreement

12.1.2 The CAB has satisfied and continues to meet all the Accreditation Requirements after being assessed in accordance with the applicable standards, Accreditation requirements, guidance documents, and mandatory ILAC and/or IAF requirements and combined ILAC MRA and/or IAF MLA requirements; and

12.1.3 The CAB has demonstrated its technical competence in areas for which Accreditation was sought and granted.

12.2. The KENAS Logo, AFRAC Logo, IAF Logo and ILAC logo are not to be used by an accredited CAB on any documentation under any circumstances. The KENAS mark, combined KENAS and ILAC MRA Mark or KENAS and IAF MLA Mark, are only used by an accredited CAB on its documentation with explicit permission from KENAS.

12.3. The CAB shall be entitled to use the KENAS Accreditation Symbol to confirm its Accreditation Status in accordance with the requirements set out in this Agreement and KENAS guidelines and rules on the use of Marks available on the KENAS website (www.kenas.go.ke). The Mark(s) will be provided in an electronic format by KENAS and will be used without distortion except for compression and enlarging within the dimensions provided. Specimens of compressed or enlarged marks shall be provided to KENAS for approval prior to use. The CAB Identification must precede the KENAS Mark(s).

12.4. The CAB shall be entitled to use the KENAS & ILAC MRA, or KENAS & IAF MLA combined Mark(s) to confirm international recognition on the scopes covered under Mutual Recognition Arrangements (MRA) and/or Multi-Lateral Arrangements (MLA). The Combined Mark(s) will be provided in an electronic format by KENAS and will be used without distortion except for compression and enlarging within the dimensions provided. Specimens of compressed or enlarged marks shall be provided to KENAS for approval prior to use. The CAB Identification must precede the Combined Marks.

12.5. KENAS reserves the right to object to, suspend and/or withdraw the use of KENAS Symbol (s) s) as stipulated in PL-54 Policy on use of KENAS symbols, combined marks and Reference to accredited status. or the Combined KENAS & ILAC MRA or KENAS & IAF MLA Mark(s) by an accredited CAB.The CAB acknowledges and agrees that it has no proprietary right, title, or interest in the KENAS Mark(s) or the Combined KENAS & ILAC MRA or KENAS & IAF MLA Mark(s).

12.6. The CAB agrees to co-operate fully and in good faith with KENAS for the purpose of securing or protecting KENAS right in the KENAS Marks(s) and the Combined KENAS & ILAC MRA, or KENAS & IAF MLA Mark(s).

12.7. The CAB agrees not to challenge directly or indirectly KENAS right, title or interest in the KENAS Mark(s) or Combined KENAS & ILAC MRA or KENAS & IAF MLA Mark(s).

12.8. The right to the CAB to use KENAS Mark(s) or the Combined KENAS & ILAC MRA or KENAS & IAF MLA Mark(s) is non-transferable.

12.8.1 The CAB shall ensure that its publicity of Accreditation and use of KENAS Mark(s) or Combined KENAS & ILAC MRA or KENAS & IAF MLA Mark(s) does not create confusion between its accredited and non-accredited conformity assessment services.

12.8.2 The CAB shall not make claims that could mislead purchasers, customers, users and the general public that performances of its services or its use are covered by the Accreditation when in fact they are not.

12.8.3 The CAB shall exercise proper control on the use of its certificates and or the KENAS mark(s) or Combined KENAS & ILAC or KENAS & IAF Mark(s) and/or combined KENAS & ILAC MRA Mark or KENAS & IAF MLA Mark.

12.8.4 Where the CAB makes incorrect references to the Accreditation or uses the certificates or mark(s) in advertisements, catalogues, brochures, newsletters, supplements, etc. in a misleading manner, KENAS shall take action that includes legal, corrective action or publication of the transgression at the CAB's cost.

12.8.5 In case of misuse of the accreditation certificates, KENAS mark(s) or

Combined KENAS & ILAC MRA or KENAS & IAF MLA Mark(s) by the CAB's customer, the CAB shall be responsible for undertaking the necessary corrective action.

12.8.6 During suspension, the CAB shall not use the KENAS mark(s) or Combined KENAS & ILAC MRA or KENAS & IAF MLA Mark(s) or make reference to Accreditation.

12.8.7 The Certificate of Accreditation, The KENAS Marks(s) and the Combined KENAS & ILAC MRA or KENAS & IAF MLA Marks(s) shall remain the property of KENAS and shall be returned on request from KENAS, on withdrawal of Accreditation or on expiry thereof of this Agreement.

12.8.8 It is mandatory for Accredited Certification, Validation and Verification bodies to use the Mark(s) in accordance with the requirements of this Agreement, whereas for Accredited Inspection Bodies, Testing and Calibration Laboratories; the use of mark(s) on test, calibration and inspection reports or certificates is only allowed where more than 50% of the test or inspection or calibration fields and parameters/range in the report or certificate are covered within the scope of Accreditation.

Article 13: Termination

13.1. This Agreement shall continue in force unless and until terminated by either party by giving sixty (60) days written Notice to the other or the accreditation period lapses without renewal.

13.2. Notwithstanding the requirement of the notice period, this Agreement shall automatically be terminated upon issuance of withdrawal notice.

13.3. This Agreement may also be terminated by Notice:

13.3.1 If the CAB, being a company, has entered into liquidation, whether compulsory or voluntary (but not including liquidation for the purposes of reconstruction), or has an administrator, administrative receiver or a receiver appointed;

13.3.2 If the CAB fails to pay, within the suspension period any fees and expenses due to and owed to KENAS;

13.3.3 If the CAB's actions or other circumstances beyond its control, in the reasonable opinion of KENAS, impede its ability to assess the Customer for Accreditation; or

13.3.4 Where there is proven evidence of fraudulent behavior, or if the CAB intentionally provides false information, or violates accreditation requirements.

13.4. Where Notice of termination is given by KENAS, the CAB shall state the arrangements made, on termination, for the protection of its clients holding accredited Testing reports, Inspection reports or certification certificates.

13.5. On the date of termination of this Agreement, any Certificate of Accreditation granted hereunder shall immediately cease to be valid and shall be publicized as such 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.

13.6. On termination the CAB will discontinue the issue of accreditation certificates and reports and take such action with its existing clients holding accreditation certificates as KENAS may require indicating that the CAB is no longer accredited by KENAS.
On termination, the CAB will surrender back to KENAS the accreditation certificates Accreditation Symbol

13.7. Any termination of the Agreement, however caused, shall be without prejudice to any rights or liabilities of the parties that have 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:

13.7.1 Notwithstanding any other provisions of the Agreement, the terms of this Article (13) and Articles 5 (Confidentiality), 8 (Liability), and 9 (Indemnity) shall continue to be in force in accordance with their terms; and

13.7.2 All fees and charges accrued (but unpaid) pursuant to this Agreement shall forthwith become due and payable.

13.8. Any notice or other communication or statement provided for by this Agreement shall be in writing and shall be sufficiently served if addressed and hand-delivered to the party or sent by registered post to the party's last known address.

Article 14: 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 in breach of contract to the extent that such failure or omission arises from causes reasonably beyond the control of such party.

Article 15: Assignment

Except as otherwise agreed by KENAS in writing this Agreement shall not be assigned in whole or part by the CAB to any third party.

Article 16: Severability

If any part of this Agreement is found by any court or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

Article 17: Third Parties

No person (other than KENAS, its employees or outsourced agencies) who is not party to this Agreement has or should have any right to enforce any part 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.

Article 18: Governing

This Agreement shall be governed and construed in accordance with the laws of the Republic of Kenya.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first hereinabove written.

Signed by the duly authorized representatives of *[CAB]*

……..……..…….

……..……..……

……..…… Dated**:** ……..…

Name: ……..…….

Position: ……..……..……

in the presence of *[CAB Witness]*

……..…… Dated ……..……

Name: ……..…….

Position: ……..……..……

Signed by the duly authorized representative of KENAS

……..…… Dated**:** ……..……

Name: ……..……

Position: CHIEF EXECUTIVE OFFICER

in the presence of *[KENAS Witness]*

……..…… Dated ……..……

Name: ……..…….

Position: ……..……..……