

### General information:

<b><u>Contract No:</u></b>		
<b><u>Issue Date:</u></b>		<b><u>Expire date:</u></b>
<b><u>Program owner information</u></b>		<b><u>Client information</u></b>
Name of company		
Address		
Telephone number		
Email		
Registration No.		
Tax card No.		
Name of responsible person		
Signature		

### **1- General provisions and definitions**

- Contract- submitted application together with the terms and conditions.
- EMG is the owner for EMG-GHG program that is applied for executing validation/verification activities.
- Client (VVB)- who applies EMG-GHG program in carrying out validation/verification activities.

### **2- EMG Obligations, Rights and Liability**

#### **EMG is obligate to:**

- Follow the laws of the Arab republic of Egypt and comply with all provisions of the contract.
- allow the clients (VVBs) to use the EMG-GHG program for conducting validation/verification activities in accordance with the scope specified in this contract, Table 1 and Table 2.
- provide complete support to the clients to understand and be able to apply the program requirements.
- follow up the changes in the standard methods, international guidelines, GHG calculation tools and inform officially the clients with these changes within one month. If the changes require training for VVB (validation/verification team), EMG will carry out the training within 2 months after changes occurred.
- Before allowing VVB from outside Egypt to use CAS, EMG program committee shall obtain official English version from the national regulations concerning GHG accounting and reporting.



**EMG is right to:**

- Disclose the information about the Client scope where they can use the program on the EMG web page [www.EMG.com.eg](http://www.EMG.com.eg).
- Terminate the contract if:
- The Client has intentionally disseminated false information.
- There exists evidence that the client uses the program to provide validation/verification statements/reports/opinions based on fraud, forgery or inaccurate data.
- The EMG program committee members have the authority to check the compliance of VVB from outside Egypt with their national regulations concerning GHG accounting and reporting.

**EMG Liability**

- EMG is only liable for the work that has been carried out by the EMG or under its responsibility. This work is designing and follow up the update of the program and calculation tools based international standard methods, technical reports, and guidelines.
- EMG particularly does not warrant data received from third parties if it has not been stated explicitly that these data were examined by the EMG and found to be correct. However, if the Client, or a third party who acts as the Client supplier, accepts recommendations, designs, sketches, drawings, models, specifications, etc. from the EMG, whether or not after its own examination, the EMG is no longer liable for any damage or loss caused by the application of such recommendations, designs, etc.
- EMG is not liable for any validation/verification activities provided by the VVBs.
- EMG will be obliged to compensate the direct damage or loss only due to vital and critical mistakes in the program design. Direct damage or loss will not, in any instance, include: trading loss, loss of production, loss of turnover and/or profits, decrease in value of products or sums that would have been included in the performance costs had the order been carried out properly from the start.
- EMG is only liable towards the Client for damage or loss limited to twice the amount due pursuant to the agreement. In the case of continuing performance contracts, liability will be limited to twice the amount due in the last six months. Liability will in no event exceed a sum of 10000 Egyptian pounds (ten thousand Egyptian pounds).

**3- Client's obligations, rights and liability**

**The Client shall:**

- Follow the laws of the Arab republic of Egypt and comply with all provisions of this Contract.
  - fulfil the program requirements, including implementing appropriate changes when they have been notified
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by the EMG.

- Make all necessary arrangements for conducting an assessment (e.g submitting the documentation) by EMG and National Accreditation Body (EGAC).
- Not use the program in a way that could compromise the EMG and not make statements on conformity assessment that EMG may consider misleading or unauthorized.
- Use the program only in compliance with the scope specified in this contract.
- Stop activities (incl. the use of advertising materials) and references to the EMG program upon suspension, withdrawal or termination of the certification of accreditation according to ISO 17029 by the National Accreditation Body (EGAC).
- Keep the record of all complaints related to the compliance with the program requirements and take appropriate action to investigate such complaints and take actions for eliminating the deficiencies and make these records available to the EMG upon request.
- Inform EMG, without delay, of any changes that may affect its ability to conform with the program requirements (change in organization, structure, location, key changes in the technical staff).
- Allow the EMG to involve observers when providing the service.
- Use the program as it is and shall Not use the program to validation/verification activities without any limitations and without any additions where an agreement has been entered into enforce.
- VVB from outside Egypt shall provide evidence that they comply with national regulations concerning GHG accounting and reporting.
- **EMG restricts the use of the CAS to accredited CABs** with which an agreement has been entered into. Such an agreement guarantee at least that the CABs will use the CAS as it is without any limitations and without any additions, and that they will comply with EMG rules for applying the symbol/statement/mark, as applicable.
- **If the VVB aims to use the program before accreditation by EGAC according to ISO 17029,**  
the VVB shall follow the next steps:
  - a) The VVB shall ask EMG officially, for each customer, attending one of EMG qualified team to participate as an observer in the validation/verification activities.

- b) The observer shall attend all activities starting from kick off meeting till issuance of statement. The observer prepares a report to EMG about the consequence of the activities and the commitment of VVB with the program requirements.
- c) If the observer notes anything wrong, he/she shall write a report to EMG. Then, EMG general manager sends officially to the VVB to correct the mistake.
- d) At the end of activities, the observer shall prepare final report about the activities with conclusion about the efficiency of the VVB team in executing the program requirements.
- e) In addition, EMG will perform audits on the VVB activities every six months and will organize unplanned audits. In case of unplanned audits, EMG will inform the VVB with the audit one week prior to the audit date.

#### **4- Appointments and complaints**

- Appeals and complaints can be present on EMG website at [www.EMG.com.eg](http://www.EMG.com.eg).

#### **5- Confidentiality**

- EMG is obliged to ensure the confidentiality of all information and documentation and will not disclose it to third parties without the client's permission, except for the information provided by the law, the Egyptian Accreditation authority (EGAC), or if the Customer makes it publicly available.

#### **6- Settlements**

- The Client pays the fees for using EMG-GHG program to the EMG in accordance with EMG valid pricelist or quotation.
- The Client pays all payments to EMG current account in accordance with the invoices submitted by EMG after receipt of the invoice(s).

#### **7- Activation and termination of the contract**

- The Contract shall enter into force on the date on which the application is submitted by the Client's authorized representative.
  - The contract is valid for one year. The validity ends after one year or due to termination of the contract.
  - EMG has the right to cancel the Contract unilaterally if the Client fails to comply with the obligations in the Contract.
  - EMG has the right to unilaterally amend these Standard terms of conformity assessment and publish the revised
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## Agreement to use EMG-GHG program

Form code.: F 8-07

Issue No.: 01

Issue Date: 30/04/2025

Revision No.: 01

Revision Date: --

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Standard Terms of conformity assessment at EMG website at [www.EMG.com.eg](http://www.EMG.com.eg).

### 8- Final provisions

- Any dispute arising from the Contract shall be resolved by negotiation according to the EMG policy for solving disputes.
- If the negotiations do not give positive results, then disagreements will be resolved in accordance with the legislation of the Arab republic of Egypt.

### 9- Other

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	<u>EMG</u>	<u>VVB</u>
Organization		
Name		
Job title		
Date		
Signature		