



MEMORANDUM OF UNDERSTANDING

FOR COOPERATION IN HALAL ACCREDITATION

BETWEEN

ESMA

**EMIRATES AUTHORITY FOR
STANDARDIZATION & METROLOGY**

&

ACCREDIA

ITALIAN NATIONAL ACCREDITATION BODY



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ITALIAN NATIONAL ACCREDITATION BODY

First Party:

ESMA - EMIRATES AUTHORITY FOR STANDARDIZATION & METROLOGY

Represented by:

Abdulla Abdelqader Al Maeeni

Director General

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Second Party:

ACCREDIA – ITALIAN NATIONAL ACCREDITATION BODY

Represented by:

Giuseppe Rossi

President

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INTRODUCTION:

ESMA - the EMIRATES AUTHORITY FOR STANDARDIZATION AND METROLOGY

E

ACCREDIA - ITALIAN NATIONAL ACCREDITATION BODY,

hereinafter referred to as “**the Parties**”,

aiming at reducing technical barriers to trade, and facilitating bilateral trade between the UAE and Italy,
expressing their intent to develop the technical cooperation in the field of Halal Accreditation,
in line with the rules and regulations applicable in the two countries, and of the relevant WTO provisions,

THE TWO PARTIES HAVE AGREED AS FOLLOWS:

**ART. 1
SCOPE**

The Parties will cooperate in the field of accreditation of Halal certification bodies in Italy in accordance with UAE.S 2055-2 for the United Arab Emirates requirements for Halal certification bodies.

**ART. 2
ACCREDITATION OF HALAL CERTIFICATION BODIES**

The two Parties will agree on the following:

1. ACCREDIA will comply with UAE.S 2055-3 for Halal accreditation bodies;
2. ESMA shall conduct peer assessment to ensure the proper fulfillment of Halal requirements before ACCREDIA starts providing the Halal Accreditation service;
3. ACCREDIA will provide accreditation to Halal Certification bodies in Italy in accordance with UAE.S 2055-2;



4. ESMA will provide the training of ACCREDIA Staff on UAE.S 2055-2, including any applicable rules and procedures as well as ESMA online service requirements;
5. ACCREDIA will give ESMA, if requested, the reports and certification documents regarding Halal scheme in English;
6. ACCREDIA will send the invoices regarding its accreditation activities to the Conformity Assessment Bodies (CABs), according to its price policy. Nothing will be charged by ESMA to Accredia for the activities included in this Memorandum of Understanding, including training or peer evaluation activities;
7. ACCREDIA will notify ESMA of the Halal certification bodies that were accredited by ACCREDIA to complete their registration in ESMA database;
8. ACCREDIA will notify ESMA of any changes in the accreditation status of the Halal certification bodies it accredited;
9. Accreditation, according to EU Regulation n. 765/2008, § 2 point 10) has to be provided according to a harmonized standard. If UAE.S 2055-2 is not based on a harmonized standard, the activity will be carried out outside the EA/IAF MLA agreements, and no reference to “accreditation” will be made.

ART. 3 NAZIONAL COORDINATION

Both Parties may coordinate with other related institutions at the national level in implementing this Memorandum of Understanding.

ART. 4 FOCAL POINTS

For the purpose of coordinating and ensuring the effective implementation of the joint work under this Memorandum of Understanding, both parties shall designate Focal Points within two months of the entry into force of this Memorandum.

ART. 5 CONFIDENTIALITY

The Parties shall ensure the confidentiality of documents and information received within the framework of this Memorandum. The documentation and information provided, can be shared with a third Party only with the written consent of the Party which provided this information and documentation.



**ART. 6
DISPUTE SETTLEMENT**

In case any dispute arises between the two Parties concerning the implementation of this Memorandum, such conflict shall be settled through consultations and negotiations. If it becomes impossible to solve the dispute amicably, the two Parties shall solve the conflict through diplomatic channels.

**ART. 7
AMENDMENT OF THE MEMORANDUM**

If any of the two parties has reasonable grounds for amending this Memorandum partially or completely, a written request shall be made to the other Party. Amendment shall be made by the written Agreement of both Parties, and such amendment shall be deemed an integral part of this Memorandum.

**ART. 8
GENERAL PROVISIONS**

The provisions of this Memorandum shall have no effect on the obligations or the rights arising from any Agreement, international decrees or international resolutions that any Party is part of.

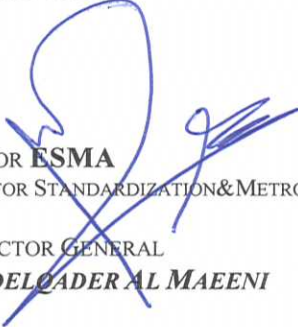
**ART. 9
VALIDITY AND ENTRY INTO FORCE**

The Memorandum is valid for a five year period and shall enter into force upon signing. The validity of this Memorandum shall be automatically extended for further five year periods unless either of the Parties expresses its wish to terminate in advance, having given notice in writing to the other Party at least six months previously.

**ART. 10
EARLY TERMINATION**

The two Parties agree that a six months written notice to the other Party is required to terminate this Agreement in advance. Parties understand that this notice can be given anytime to the other Party, if possible with the indication of the reasons of the early termination. In these six months, the two Parties have to collaborate, exchanging files and other information, in order to guarantee the smooth transfer of the ongoing accreditation activities. No penalty is applicable in relation to the early termination.

Milan, 20 October 2015


FOR **ESMA**
EMIRATES AUTHORITY FOR STANDARDIZATION & METROLOGY
DIRECTOR GENERAL
ABDULLA ABDELQADER AL MAENI

FOR **ACCREDIA**
ITALIAN NATIONAL ACCREDITATION BODY
PRESIDENT
GIUSEPPE ROSSI



Signed in two (2) original copies in the Italian, Arabic and English languages, all texts being equally authentic. In case of differences, the English version shall prevail.