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## **IAF MLA MARK LICENSE AGREEMENT**

### **AGREEMENT FOR USE OF THE IAF MLA MARK**

#### **BETWEEN A**

#### **LICENSED IAF MLA MEMBER**

#### **AND AN**

#### **ACCREDITED CERTIFICATION/REGISTRATION BODY**

**1.** The International Accreditation Forum Inc. (“IAF”) is the owner of the trade-mark identified in Annex A of this Agreement as the IAF Multilateral Recognition Arrangement Mark or IAF MLA Mark.

**2.** The Joint Accreditation System of Australia and New Zealand (JAS-ANZ), the full post office address of whose principal office or place of business is Level 1, Members Equity Bank Building, 11 London Circuit, Canberra, ACT 2600, Australia, has a non-exclusive and non-transferable license to use the IAF MLA Mark, subject to its maintenance of its IAF MLA Membership and/or IAF Accreditation Body (AB) membership and observance of conditions and restrictions set out in its agreement with the IAF MLA Member.

Note: The IAF Logo and IAF Seal are not to be used by any IAF Member or accredited Certification/Registration Body on any documentation under any circumstances without permission. The IAF Logo and IAF Seal are for use only by the IAF Board and Secretary to denote official IAF documents.

**3.** (*Insert accredited CRB name*)

the full post office address of whose principal office or place of business is (*Insert full business address*)

applies for permission to use the IAF MLA Mark, only in conjunction with the licensed IAF MLA Member’s trade mark or equivalent mark and the accreditation number, subject to the terms and conditions set out below.

**4.** JAS-ANZ grants to (*Insert accredited CRB name*)

permission to use the IAF MLA Mark for the certification programs as listed on the signing page, from the date of this Agreement, subject to the conditions and restrictions as follows:

**(a)** The accredited CRB shall only use the IAF MLA Mark together with their

accreditation mark in the manner set out in IAF ML 2:2004 General Principles on Use of the IAF MLA Mark and in accordance with the scope of the IAF MLA of which the licensed IAF MLA Member is a Signatory;

**(b)** The IAF MLA Mark shall be reproduced using an authorized copy obtained from the licensed IAF MLA Member and shall be reprinted according to the following specifications:

**i)** in black and white or in the colours Pantone 2747 (dark blue) and Pantone 299 (light blue) matching the copy given in Annex A of this Agreement,

**ii)** on a clearly contrasting background,

**iii)** in a size which makes all the words of the IAF MLA Mark clearly distinguishable, with the width of the IAF MLA Mark no less than 20 millimetres;

**(c)** The proposed permitted use is non-exclusive;

**(d)** The permission granted to the accredited CRB to use the said IAF MLA Mark is non-transferable;

**(e)** The accredited CRB may use the IAF MLA Mark on its pre-printed letterhead, accredited certificates, quotations for work, advertisements, websites and other documents;

Note: The depictions of the "combined mark" given in IAF ML 2 showing the IAF MLA Mark and the AB's logo next to each other are only examples and are not intended to specify how they are to appear on the certificate. The intent is that the IAF MLA Mark is to be used "in conjunction" with the Licensed IAF MLA Member's own logo and may be positioned under the Licensed IAF MLA Member's logo or elsewhere on the certificate to suit the accredited CRB.

**(f)** The accredited CRB shall not use the IAF MLA Mark on any documentation unless the licensed IAF MLA Member's name or logo and the accredited CRB's name or logo are included on the same displayed page and all are of approximately the same size;

Note: The documentation can be in any form or type of medium.

**(g)** The accredited CRB shall use the IAF MLA Mark in strict accordance with the instructions, conditions, standards of quality and IAF MLA Mark specifications supplied by the licensed IAF MLA Member or the IAF at anytime and from time to time;

**(h)** The accredited CRB shall supply specimens of its usage of the IAF MLA Mark to the licensed IAF MLA Member or IAF, if requested by the licensed IAF MLA Member or IAF;

**(i)** The accredited CRB shall not use the IAF MLA Mark on a product, or in a way that may be interpreted as denoting product conformity, or permit its certified organizations to do so;

- (j) The accredited CRB shall not use IAF MLA Mark in any way which implies that IAF has approved a certified or registered product, service or system registered by the accredited CRB;
  - (k) The accredited CRB shall monitor and take suitable action to control its use of the IAF MLA Mark and to prevent any incorrect references or misleading use by itself or its certified organizations;
  - (l) The accredited CRB acknowledges and agrees that it has no proprietary right, title or interest in the IAF MLA Mark;
  - (m) The accredited CRB agrees to co-operate fully and in good faith with the licensed IAF MLA Member and/or IAF for the purpose of securing or protecting IAF's right in the IAF MLA Mark;
  - (n) The accredited CRB further agrees not to challenge directly or indirectly IAF's right, title or interest in the IAF MLA Mark.
5. The Agreement to use the IAF MLA Mark may be terminated as follows:
- (a) at any time by agreement of the parties;
  - (b) at any time by the licensed IAF MLA Member in the event that the conditions in this Agreement are not satisfied;
  - (c) immediately in the event accreditation is withdrawn from the accredited CRB by the licensed IAF MLA Member;
  - (d) immediately in the event of the termination of the licensed IAF MLA Member's membership of the IAF MLA or IAF membership;
  - (e) immediately in the event of the termination of the Agreement for the use of the IAF MLA Mark between IAF and the Licensed IAF MLA Member;
  - (f) by the licensed IAF MLA Member duly advising the accredited CRB; or
  - (g) by the IAF duly advising the accredited CRB.
6. The accredited CRB shall indemnify and save IAF, its directors, officers, employees and authorized representatives, including the licensed IAF MLA Member, from and against any and all claims, liabilities, demands, proceedings, causes of action, costs and expenses (including legal fees as incurred) arising from the breach or default of the accredited CRB under this agreement.

End of Agreement for Use of the IAF MLA Mark between a Licensed IAF MLA Member and an Accredited Certification/Registration Body

Signed on behalf of

*(NAME OF ACCREDITED CRB)*

.....  
*(Signature)*

*(Name of signatory)*

*(Title/position)*

Date

.....  
Signed on behalf of

Joint Accreditation System of Australia and New Zealand

.....  
*(Signature)*

*Dr James Galloway*

*Chief Executive*

Date

Licensed to use the IAF MLA Mark in conjunction with the Licensed IAF MLA Member's accreditation mark for the following certification programs: *(to be listed by the Licensed IAF MLA Member)*