

International Accreditation Forum, Inc. (IAF)



IAF MLA Document



General Principles on the use of the IAF MLA Mark

Issue 2:

(IAF ML 2:2011)

The International Accreditation Forum, Inc. (IAF) operates programs for the accreditation of bodies that provide conformity assessment services. Such accreditation facilitates trade and reduces demands for multiple certifications.

Accreditation reduces risk for business and its customers by assuring them that accredited Conformity Assessment Bodies (CABs) are competent to carry out the work they undertake within their scope of accreditation. Accreditation Bodies (ABs) which are members of IAF and their accredited CABs are required to comply with appropriate international standards and IAF mandatory documents for the consistent application of those standards.

AB members of the IAF Multilateral Recognition Arrangement (MLA) conduct regular evaluations of each other to assure the equivalence of their accreditation programs. The IAF MLAs operate at two levels:

- A MLA for the accreditation of CABs to standards including ISO/IEC 17021 for management systems CABs, ISO/IEC 17024 for personnel CABs and ISO/IEC Guide 65 for product CABs, is considered a framework MLA. A framework MLA provides confidence that accredited CABs are equally reliable in the performance of conformity assessment activities.
- A MLA for the accreditation of CABs that also includes the specific conformity assessment standard or scheme as a scope of accreditation provides confidence in the equivalence of certification.

The IAF MLA delivers the confidence needed for market acceptance of certification. An organization or person with certification to a specific standard or scheme that is accredited by an IAF MLA signatory AB can be recognized worldwide thereby facilitating international trade.

Transition Arrangements

The revisions to this document introduce changes, some more significant than others, that affect all bodies that are eligible to use the IAF MLA Mark. The most significant changes relate to the use of the IAF MLA Mark in association with product certification. As a consequence the IAF default application period of one year is considered insufficient to implement some of the changes.

The following transition arrangements apply:

- A) As there are no IAF endorsed product certification schemes, ABs should require the CABs with whom they have a sub-license covering product certification to immediately cease including the combined IAF MLA Mark/AB symbol on product certificates.

- B) A one year transition period will apply to allow ABs to establish new sublicenses with CABs providing product certification,
- C) A four year transition period will apply to allow CABs to withdraw product certificates that include the combined IAF MLA Mark /AB symbol.

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IAF ML 2 General Principles on the use of the IAF MLA Mark

1. Scope

- 1.1. This document describes principles on the use of the IAF MLA Mark by signatories of the IAF MLA and by CABs accredited by them.
- 1.2. This procedure is applicable to all IAF members.

2. References

- 2.1 ISO/IEC 17011:2004 Conformity assessment – General requirements for accreditation bodies accrediting conformity assessment bodies
- 2.2 IAF/ILAC A5:2009 IAF/ILAC Multi-Lateral Mutual Recognition Arrangements (Arrangements) Application of ISO/IEC 17011:2004
- 2.3 IAF PR4:2010 Structure of the IAF MLA and List of IAF Endorsed Normative Documents

3. Copyright and Combined Mark

- 3.1 The ownership of the IAF MLA Mark belongs to the International Accreditation Forum, Inc. (IAF), and IAF is responsible for the worldwide protection of the IAF MLA Mark.

IAF MLA MARK



- 3.2 The “Combined Mark” is the combination of the IAF MLA Mark and the IAF MLA signatories own accreditation body logo or accreditation symbol. Examples:



Note 1: These examples of the "combined mark" are not intended to limit how they are to be presented. The intent is that the IAF MLA Mark is to be presented "in conjunction" with the Licensee's own accreditation body logo or accreditation symbol and may be positioned under or in close proximity to the Licensee's accreditation body logo or accreditation symbol to suit the Licensee.

Note 2: The definitions of accreditation symbol and accreditation logo are in ISO/IEC 17011, §3.3 and §3.4

4. Conditions of Use of the IAF MLA Mark

4.1 General

- 4.1.1 Only those bodies that have signed a license agreement with the IAF (hereinafter called "Licensees") or a sublicense with a Licensee can use the IAF MLA Mark.
- 4.1.2 IAF will license the right to use the IAF MLA Mark to IAF MLA signatories. The scope of the license will be restricted to the scope of the MLA to which the IAF member is a signatory of the IAF MLA. A copy of the License Agreement can be found at Annex 1. Refer to 4.2 for use of the MLA Mark.
- 4.1.3 The Licensee may sublicense the right to use the IAF MLA Mark to those CABs that are accredited by the Licensee. The coverage of the sublicense will be restricted to the scope of the MLA for which the Licensee is a signatory of the IAF MLA, and also restricted to the CAB's scope of accreditation." A copy of the sublicense can be located at Annex 2. Refer to 4.3 for use of the IAF MLA Mark.

4.2 Use of the IAF MLA Mark by the Licensee

- 4.2.1 Licensees cannot use the IAF MLA Mark in isolation from its own accreditation logo.
 - 4.2.2 Licensees can only use the IAF MLA Mark in combination with the Licensee's accreditation body logo as a combined mark. The combined mark can only be used
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in association with the IAF MLA main scopes and/or sub scopes for which the Licensee is a signatory to the IAF MLA.

4.2.3 The combined mark may be used on accreditation certificates, letterheads, quotations for work, advertisements, or websites. The combined mark shall not be used on or in conjunction with products.

4.3 Use of the Combined Mark by the Licensee's accredited CABs

4.3.1 CABs cannot use the IAF MLA Mark in isolation from the accreditation symbol.

4.3.2 CABs can only use the IAF MLA Mark in combination with the Licensee's accreditation symbol as a combined mark. The combined mark can only be used in association with activities for which the CAB is accredited by the Licensee and are within the Licensee's main scopes.

4.3.3 The combined mark may only be used by CABs on accredited certificates where the scope of the certificate includes an IAF MLA sub-scope.

4.3.4 The combined mark may be used by CABs in letterheads, quotations for work, advertisements, or websites where the CAB is accredited for a main scope or sub-scope. The combined mark shall not be used on or in conjunction with products.

4.3.5 The CAB shall not allow its customers to use the combined mark.

4.3.6 In their agreement with an accredited CAB the Licensee may add any conditions that they deem necessary to protect the IAF MLA Mark.

End of IAF Document on General Principles on use of the IAF MLA Mark

ANNEX 1

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

BETWEEN

IAF INC.

AND AN

IAF MULTILATERAL RECOGNITION ARRANGEMENT (MLA) MEMBER

1. The International Accreditation Forum Inc. (“IAF”) is the owner of the trade-mark known as the IAF Multilateral Recognition Arrangement Mark or IAF MLA Mark.

2. *(The IAF MLA Member’s i.e. the “Applicant’s” full company name)*, the proposed licensee (hereafter referred to as the “Licensee”), the full post office address of whose principal office or place of business is *(full business address)*, applies for a license to use the IAF MLA Mark, subject to the maintenance of IAF MLA Membership and IAF Accreditation Body (AB) membership and observance of the conditions and restrictions set out below.

3. IAF grants to the Applicant a license to use the IAF MLA Mark from the date of this Agreement, subject to the conditions and restrictions as follows:

- (a)** The Licensee shall only use the IAF MLA Mark in the manner set out in The current version of IAF ML 2 General Principles on Use of the IAF MLA Mark and in accordance with the scope of the IAF MLA of which the Licensee is a Signatory;
- (b)** The IAF MLA Mark shall be reproduced using an authorized copy from IAF 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),
 - 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 right of the Licensee to use the said IAF MLA Mark is non-transferable subject to the provisions relating to the use of the IAF MLA Mark permitted by this Licensing Agreement;

(e) The Licensee may use the IAF MLA Mark on its accreditation certificate and pre-printed letterhead paper;

Note: The depictions of the "combined mark" given in IAF ML 2 showing the IAF MLA Mark and the AB's accreditation 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 Licensee's own accreditation logo and may be positioned under the Licensee's accreditation logo or elsewhere on the certificate to suit the Licensee.

(f) The Licensee shall not use the IAF MLA Mark on any other documentation unless:

- i)** the Licensee's name or logo is included on the same sheet of paper and both are of approximately the same size,
- ii)** it is clearly indicated that the Licensee is the IAF MLA Member and,
- iii)** the documentation relates entirely to the accreditation activities of the Licensee;

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

(g) The Licensee undertakes to use the IAF MLA Mark in strict accordance with the instructions, conditions, standards of quality and IAF MLA Mark specifications supplied by the IAF at anytime and from time to time;

(h) The Licensee shall supply to IAF, specimens of its usage of the IAF MLA Mark; the Licensee shall supply these specimens during the IAF's peer re-evaluation of the Licensee or at another time, if requested by IAF;

(i) The Licensee may authorize, in writing, an accredited Conformity Assessment Body (CAB) to use the IAF MLA Mark only in conjunction with the Licensee's accreditation symbol on the CAB pre-printed letterhead, accreditation certificates, accredited certificates, quotations for work, advertisements, websites and other documents subject to the accredited CAB entering into a written agreement with the Licensee in accordance with this Agreement and to those conditions established in writing by the Licensee for use of its symbol;

(j) The Licensee shall not use the IAF MLA Mark on a product, or in a way that may be interpreted as denoting product conformity;

- (k) The IAF MLA Mark shall not be used by the Licensee in any way which implies that IAF has approved a certified or registered product, service or system registered by the Licensee;
- (l) The Licensee agrees to monitor and take suitable action to control the use of the IAF MLA Mark, including withdrawal of authorization to use the IAF MLA Mark in case of misuse, in compliance with the terms of this Agreement and to prevent any incorrect references or misleading use, by itself and its accredited CABs;
- (m) IAF reserves the right to object to and withdraw use of the IAF MLA Mark by a licensed IAF MLA Member and/or an accredited CAB;
- (n) The Licensee acknowledges and agrees that it has no proprietary right, title or interest in the IAF MLA Mark;
- (o) The Licensee agrees to co-operate fully and in good faith with IAF for the purpose of securing or protecting IAF's right in the IAF MLA Mark;
- (p) The Licensee further agrees not to challenge directly or indirectly IAF's right, title or interest in the IAF MLA Mark.
4. The IAF 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 IAF in the event that the conditions in this Agreement are not satisfied;
- (c) by IAF in the event the Licensee ceases to be an IAF MLA Member and/or an IAF Accreditation Body member;
- (d) by the IAF by duly advising the Licensee; or
- (e) by the Licensee duly advising the IAF.
5. The Licensee shall indemnify and save IAF, its directors, officers, employees and authorized representatives 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 Licensee under this IAF Agreement.

End of Agreement for Use of the IAF MLA Mark between IAF Inc. and an IAF MLA Member

Signed on behalf of

(NAME OF LICENSEE)

.....
(Signature)

(Name of signatory)

(Title/position)

Date

.....
(Signature)

Chairman of IAF

Date

IAF MLA Mark License

Licensed to use the IAF MLA Mark for the following IAF MLA main scopes and
subscopes: (to be inserted by IAF Secretary)

ANNEX 2 -

AGREEMENT FOR USE OF THE

IAF MLA MARK

BETWEEN A

LICENSED IAF MLA MEMBER

AND AN

ACCREDITED CONFORMITY ASSESSMENT BODY (CAB)

1. The International Accreditation Forum Inc. (“IAF”) is the owner of the trade-mark known as the IAF Multilateral Recognition Arrangement Mark or IAF MLA Mark.

2. (*Licensed IAF MLA Member’s full company name*), the full post office address of whose principal office or place of business is (*full business address*), has a non-exclusive and non-transferable license to use the IAF MLA Mark, subject to its maintenance of its IAF MLA Membership and 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 CAB 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. (*Accredited CAB’s full company name*), the full post office address of whose principal office or place of business is (*full business address*), applies for permission to use the IAF MLA Mark, only in conjunction with the licensed IAF MLA Member’s accreditation symbol, subject to the terms and conditions set out below.

4. (*Licensed IAF MLA Member*) grants to (*accredited Conformity Assessment Body the “CAB”*) permission to use the IAF MLA Mark for *main scopes and sub scopes* of the IAF MLA for which the CAB has been accredited by the (*Licensed IAF MLA Member*), from the date of this Agreement, subject to the conditions and restrictions as follows:

(a) The accredited CAB shall only use the IAF MLA Mark together with their accreditation symbol in the manner set out in IAF ML 2:2004 General Principles on Use of the IAF MLA Mark and in accordance with the main scopes and sub scopes of the IAF MLA of which the licensed IAF MLA Member is a Signatory, and for which the CAB has been accredited.”;

(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),

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 CAB to use the said IAF MLA Mark is non-transferable;

(e) The accredited CAB 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 accreditation symbol 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 accreditation symbol and may be positioned under the Licensed IAF MLA Member's accreditation symbol or elsewhere on the certificate to suit the accredited CAB.

(f) The accredited CAB shall not use the IAF MLA Mark on any documentation unless the licensed IAF MLA Member's accreditation symbol and the accredited CAB'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 CAB 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 CAB 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 CAB 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 CAB 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 CAB;

(k) The accredited CAB 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 CAB acknowledges and agrees that it has no proprietary right, title or interest in the IAF MLA Mark;

(m) The accredited CAB 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 CAB 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 CAB 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 CAB; or

(g) by the IAF duly advising the accredited CAB.

6. The accredited CAB 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 CAB under this agreement.

End of Agreement for Use of the IAF MLA Mark between a Licensed IAF MLA Member
and an Accredited Conformity Assessment Body

Signed on behalf of

(NAME OF ACCREDITED CAB)

.....
(Signature)

(Name of signatory)

(Title/position)

Date

.....
Signed on behalf of

(NAME OF LICENSED IAF MLA MEMBER)

.....
(Signature)

(Name of signatory)

(Title/position)

Date

Licensed to use the IAF MLA Mark in conjunction with the Licensed IAF MLA Member's accreditation symbol for the *main scopes and* sub scopes of the IAF MLA for which the CAB has been accredited by the *(Licensed IAF MLA Member)*.

Further Information

For further Information on this document or other IAF documents, contact any member of IAF or the IAF Secretariat.

For contact details of members of IAF see - IAF Web Site - <<http://www.iaf.nu>>

Secretariat -

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