

**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. National Accreditation Agency of Ukraine (NAAU), the proposed licensee (hereafter referred to as the “Licensee”), the full post office address of whose principal office or place of business is *18/7 Generala Almazova Street, 01133 Kyiv, Ukraine*, applies for a license to use the IAF MLA Mark, subject to the maintenance of IAF MLA Membership and IAF membership and observance of the conditions and restrictions set out below.

Note: The IAF Logo is not to be used by any IAF Member or accredited CAB on any documentation under any circumstances without permission. The IAF Logo is for use only by the IAF Board and Secretary to denote official IAF documents.

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 for printed media and 75 pixels for digital media.
 - (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 certificates and pre-printed letterhead paper;

Note: The depictions of the "combined mark" given in IAF ML 2 showing the IAF MLA Mark and logo or 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 Licensee's own logo or symbol and may be positioned under or in close proximity to the Licensee's logo 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) Accreditation Body Licensees 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 upon 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 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;

(k) IAF reserves the right to object to and withdraw the use of the IAF MLA Mark by a licensed IAF MLA Member and/or an accredited CAB;

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

(m) 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;

- (n)** 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;
 - (d)** by 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 National Accreditation Agency of Ukraine (NAAU)



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(Signature)

Dr. Viktor Gorytskyy
Chairman

Date: 6 September 2017



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(Signature)

Xiao Jianhua
Chairman of IAF

Date: 6 September 2017

IAF MLA Mark License

Licensed to use the IAF MLA Mark for IAF recognized main scopes and sub-scopes as individually listed and updated on the IAF Members and Signatories page of the IAF website, www.iaf.nu.