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## IAF MARK AGREEMENT

### AGREEMENT FOR USE OF THE

### IAF 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, *Korea Accreditation System (KAS)*, the proposed licensee (hereafter referred to as the "Licensee"), the full post office address of whose principal office or place of business is 98 Gyoyukwon-ro, Gwacheon-si Gyeonggi-do, 427-716, Republic of Korea, applies for a license to use the IAF Mark, subject to the maintenance of IAF MLA Membership and/or 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 Mark from the date of this Agreement, subject to the conditions and restrictions as follows:
  - (a) The Licensee shall only use the IAF Mark in the manner set out in IAF ML 2:2004 General Principles on Use of the IAF Mark and in accordance with the scope of the IAF MLA of which the Licensee is a Signatory;
  - (b) The IAF 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 Mark clearly distinguishable, with the width of the IAF 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 Mark is non-transferable subject to the provisions relating to the use of the IAF Mark permitted by the Licensing Agreement;
  - (e) The Licensee may use the IAF 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 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 Mark is to be used "in conjunction" with the Licensee's own logo and may be positioned under the Licensee's logo or elsewhere on the certificate to suit the Licensee.

- (f)** The Licensee shall not use the IAF 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 Mark in strict accordance with the instructions, conditions, standards of quality and IAF 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 Mark; the Licensee shall supply these specimens during the IAF's peer evaluation reassessment of the Licensee or at another time, if requested by IAF;

**(i)** The Licensee may authorize, in writing, an accredited Certification/Registration Body (CRB) to use the IAF Mark only in conjunction with the Licensee's trade-mark or equivalent mark (such as an appropriate accreditation program mark) and the accreditation number on the CRB's pre-printed letterhead, accreditation certificates, accredited certificates, quotations for work, advertisements, websites and other documents subject to the accredited CRB entering into a written agreement with the Licensee in accordance with the IAF Agreement set out in IAF-ML-05-002\* and to those conditions established in writing by the Licensee for use of its trade-mark, or through the accredited CRB being bound by national legislation to abide by the corresponding rules;

\*IAF-ML-05-002 Issue 2 Agreement for Use of the IAF Mark between a Licensed IAF MLA Member and an Accredited Certification/Registration Body

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

**(k)** The IAF 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 Mark, including withdrawal of authorization to use the IAF Mark in case of misuse,

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in compliance with the terms of this Agreement and to prevent any incorrect references or misleading use, by itself and its accredited CRBs;

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

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

(p) The Licensee further agrees not to challenge directly or indirectly IAF's right, title or interest in the IAF Mark.

4. The IAF Agreement to use the IAF 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 Mark between IAF Inc. and an IAF MLA Member

Signed on behalf of *Korea Accreditation System (KAS)*



Kwang hyun Seo  
Head of KAS  
Date: 13 April 2012



Randy A Dougherty  
Chairman of IAF  
Date: 16 April 2012

IAF Mark License No. 048

Licensed to use the IAF Mark for the following IAF MLA program:

**Main scope:**

Product certification – ISO/IEC Guide 65 – 26 October 2007

**Sub-scopes:**

Level 4: – Nil

Level 5:

Product: Nil