

Policy on Use of Accreditation Symbol and Reference to Accreditation

Date of issue: October, 2010

Voluntary EMC Laboratory Accreditation Center, Inc.
(VLAC)

This document is copyrighted under the Copyright Act. Unauthorized reproduction, transcription, or any other unauthorized duplication of this document in whole or in part, with the exception of reproduction for private use, may constitute an infringement of the copyright and other rights.

Policy on Use of Accreditation Symbol and Reference to Accreditation

Introduction

The purpose of this document is to concretize the requirements of Item 8.3 (Reference to Accreditation and Use of Symbols) of ISO/IEC 17011 “Conformity assessment – General requirements for accreditation bodies accrediting conformity assessment bodies” and Item 3, Article 16 of VR100 “Rules for accreditation of EMC testing laboratories”

1. Scope

This document prescribes policy of Voluntary EMC Laboratory Accreditation Center, Inc. (hereafter referred to as this Center) on reference to accreditation and use of symbols by laboratories accredited by VLAC (hereafter referred to as accredited laboratories). This rule is also applicable to laboratories already accredited at the time of establishment of this document.

2. Accreditation symbol

- (1) Figure 1 indicates the accreditation symbol of this Center
- (2) The accreditation symbol to be effectual shall be accompanied by an accreditation number issued by this Center
- (3) Accredited laboratories can use the accreditation symbol of this Center in their test reports issued within the scope of accreditation.
- (4) Only laboratories and premises explicitly included in the accreditation are eligible to use the symbol.
- (5) Use of the symbol in business cards is limited to personnel engaged in work within the scope of accreditation.
- (6) Use of the symbol is allowed only in the valid period of accreditation.
- (7) When the scope of accreditation is reduced the accredited laboratory shall immediately discontinue its use of the symbol of this Center for activities with regard to discredited scopes.
- (8) Upon suspension or withdrawal of its accreditation, however determined, the accredited laboratory shall discontinue its use of the symbol of this Center
- (9) Accredited laboratories shall ensure that the symbol of this Center shall not be affixed by their customers to test samples or whole or part of products on which conformity assessment was conducted.
- (10) Paper with letterhead indicating the symbol and other office supplies with the symbol printed shall not be used for test reports

3. Reference to accreditation

- (1) Accredited laboratories shall fully conform to the following requirements for claiming accreditation status, when making reference to its accreditation by this Center in communication media such as the Internet, documents, brochures, or advertising.

not to make any statement regarding its accreditation that this Center considers misleading or unauthorized. When referring to its accreditation, identify what specific test categories are covered by the accreditation

to take due care that no report or certificate nor any part thereof issued by this Center is used in a manner leaving room for interpretation that this Center takes responsibility for it.

Also not to imply that samples and products tested by accredited laboratory were approved by this Center.

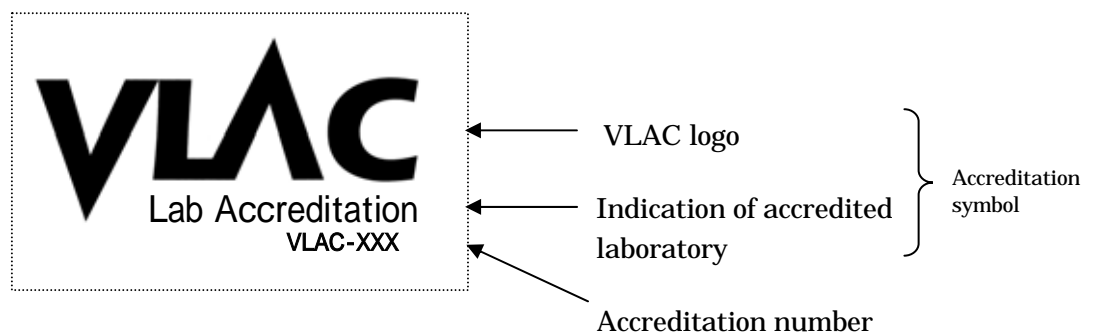
upon suspension or withdrawal of its accreditation, however determined, the accredited laboratory shall discontinue its use of all advertising matter that contains any reference to an accredited status,

not to allow the fact of its accreditation to be used to imply that a product, process, system or person is approved by this Center.

(2) Accredited laboratories shall ensure that materials bearing reference to accreditation shall not be affixed by their customers to test samples or whole or part of products on which conformity assessment was conducted.

4. VLAC's measures against violation of this policy

THIS CENTER reserves its right to take suitable action to deal with infringement of this policy which includes request for corrective action, withdrawal of accreditation, publication of the transgression and, if necessary, other legal action.



Note 1: Aspect ratio of the accreditation symbol is 1 : 2. This ratio shall be maintained in enlarged or diminished size.

Note 2: Accreditation number should be put in good proportion with the total image (select the same letter size as that for the indication of accredited laboratory in principle)

Note 3: If applicable sub-number may be added to distinguish test sites. The manner to add sub-numbers shall be consistent for all sites.

Figure 1 VLAC accreditation symbol

5. ILAC Laboratory Combined MRA Mark

Accredited laboratory can use the ILAC Laboratory Combined MRA Mark in test report, test certificate, letterhead, estimate sheet and communication media such as the Internet, brochures or advertising in order to indicate that the accredited laboratory is accredited by a signatory of ILAC-MRA. However, use of it in business cards is prohibited. Figure 2 shows ILAC Laboratory Combined MRA Mark.



Note 1: On the part of VLAC accreditation symbol (right) the notes in Figure 1 apply

Note 2: Aspect ratio of the ILAC MRA mark (left) is 1:1. This ratio shall be maintained in enlarged or diminished size.

Note 3: The combined mark can be arranged in landscape aspect with VLAC logo coming on top of the ILAC-MRA mark

Figure 2 ILAC Laboratory Combined MRA Mark

- (1) The aspect ratios on the MRA combined mark in Figure 2 shall be maintained regardless of the size of the mark
- (2) Related rules in items 1 through 4 also apply to the ILAC-MRA Combined Mark (including prohibition against the use in business cards)
- (3) Accredited laboratory wishing to use the ILAC-MRA Combined Mark is required to conclude a sub-license agreement with this Center on the use of the symbol. (This Center will send two sets of the agreement documents to the requesting laboratory to be filled out by them in accordance with guide from this Center)

ILAC Laboratory Combined MRA Mark Sub License Agreement

Between the

Name: (株)電磁環境試験所認定センター

Hereinafter called Sub Licensor

And

Name:

Address:

Hereinafter called Sub Licensee

Dated thisday of the month of....., year

Preamble

The sub licensor is entitled in a license agreement with the licensor ILAC to use its MRA Mark as shown below



in combination with its own logo hereinafter called “**Combined MRA Mark**”.

The sub licensee intends a commercial use of the Laboratory Combined MRA Mark according to the example specified under clause 2.

§ 1 Purpose of Agreement

The Purpose of this Agreement is the use of the ILAC-MRA Mark, as shown above, in combination with the logo of the sub licensor by way of a sub license. Instead of the logo the sub licensee may use a Mark, which accredited laboratories are entitled to use.

The sub licensor declares to be entitled to dispose of the ILAC-MRA Mark right without restraint.

§ 2 Extent of the License

The sub licensor grants the sub licensee the use of the sub licensors Combined MRA Mark according to § 1 only in combination with the registration number of the sub licensee’s accreditation – hereinafter called “**Laboratory Combined MRA Mark**” – on test reports, calibration certificates, pre-printed letterhead, quotations for work, advertisements, websites and other documents in order to demonstrate accreditation by a signatory of the ILAC Arrangement.

The Laboratory Combined MRA Mark shall be used according to the example shown below using the same proportions:



The sub licensee is obliged to present its Laboratory Combined MRA Mark to the sub licensor and shall not use it until receipt of written approval from the sub licensor.

§ 3 Due Diligence

The sub licensee guarantees to use the Laboratory Combined MRA Mark in accordance with the requirements set forth in this Agreement, and will not use in any way that would harm the reputation of the licensor or sub licensor.

The sub licensor is entitled to observe the use of the Laboratory Combined MRA Mark in the country of the sub licensee.

§ 4 Subject of Rights and Duties

If the sub licensee has not exercised due diligence on the use of the Laboratory Combined MRA Mark, the sub licensor can withdraw immediately the right to use the Laboratory

Combined MRA Mark. The sub licensor takes no responsibility for any consequences of withdrawal.

Furthermore, the sub licensor may publish on the sub licensor's web site any violation or infringement, by the sub licensee, of the ILAC Laboratory Combined MRA Mark Sub License Agreement.

If the ILAC Laboratory Combined MRA Mark Sub License Agreement is violated or infringed by a third party or person, the contractual partners will immediately inform each other. They will cooperate in any actions taken against such a third party or person. If the sub licensee decides to institute legal proceedings, written approval from the sub licensor must be obtained.

§ 5 Duties to Claims of Third Parties

Any claim against the sub licensee by a third party or person due to the use of the Laboratory Combined MRA Mark, must be reported immediately to the sub licensor. Approval to take legal proceedings must be requested in writing. In addition this notice provides the opportunity for the sub licensor to take part in any eventual legal action.

All expenses for the legal and extra-judicial actions are the responsibility of the sub licensee.

§ 6 Indemnification

Any damages suffered by the sub licensor due to the sub licensee's misuse of the Laboratory Combined MRA Mark and/or violation or infringement of the ILAC Laboratory Combined MRA Mark Sub License Agreement, the sub licensor can claim monetary indemnification from the sub licensee. The sub licensor will give the sub licensee a written warning of such intended action, to which the sub licensee has three weeks to answer before proceedings will begin against the sub licensee. During this time the sub licensee must take all reasonable steps to restore the situation to compliance with the ILAC Laboratory Combined MRA Mark Sub License Agreement, working in close cooperation with the sub licensor.

§ 7 Termination of Agreement

The Agreement commences on the date of signing and expires with the date of termination of the accreditation of the sub licensee. The Agreement automatically renews on the sub licensee's re accreditation. Termination of accreditation or suspension of longer than six months automatically cancels this ILAC Laboratory Combined MRA Mark Sub License Agreement. During a suspension of less than six months the sub licensee cannot use the Laboratory Combined MRA Mark.

Further, the Agreement can also be terminated due to one of the following:

1. For the sub licensor
 - insolvency
 - liquidation
 - exclusion or suspension from the ILAC MRA

2. For the sub licensee
 - insolvency
 - liquidation
 - expiration of accreditation
 - misuse of the Laboratory Combined MRA Mark

§ 8 Severability Clause

Should some or a part of the clauses of this Agreement become invalid or will become invalid, the validity of the other clauses as well as the Agreement remains in affect.

The contractual partners will cooperate in such a way that others will replace invalid clauses, which are agreeable and appropriate to obtain the intended result, provided there is no infringement of statutory regulations.

§ 9 Final Conditions

With the signature of the contractual partners the Agreement becomes legally binding. This Agreement shall not be amended except by written agreement duly executed by the sub licensor and the sub licensee.

All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be deemed to be duly given on the date of delivery, if delivered in person, or upon confirmation of receipt by fax, e-mail or surface mail, direct to the other party.

The contractual partners agree they will make their best efforts to settle amicably, disputes arising from this Agreement. Failing agreement it is expressly understood and agreed that this Agreement shall be deemed to have been made in Japan, and shall be governed by the laws of Japan and the parties agree to submit all disputes, differences arising between the parties in connection with this Agreement or any clause or the construction thereof or the rights duties and liabilities of either party to arbitration in accordance with the laws of Japan.

In witness whereof,

This Agreement is executed as two original copies in English.

Dated this.....day of the month of....., year

.....
Signature on behalf of the Sub Licensor

.....
Name of Signatory

.....
Title/Position

.....
Signature on behalf of the Sub Licensee

.....
Name of Signatory

.....
Title/Position

添付：日本語訳（参考）

序文

サブライセンス付与者は、ライセンス付与者であるILACとのライセンス契約により、以下に示すMRAマークと自身のロゴマークを組み合わせたマーク（以下、「組合せMRAマーク」という）を使用する権利が与えられている。



サブライセンス取得者による試験所 組合せMRAマークの商業的利用の例は、第2条に示されている。

第1条 契約の目的

この契約の目的は、サブライセンス契約により、サブライセンス取得者が上記ILAC MRAマークを、サブライセンス付与者のロゴと組合せて使用することにある。ロゴの代わりに、認定試験所が使用する権利をもつマークを使ってもよい。

サブライセンス付与者は、MRAマークの権利を自由に処分する権利を与えられていることを宣言する。

第2条 ライセンスの範囲

サブライセンス付与者は、サブライセンス取得者が試験報告書、校正証明書、レターヘッド、見積書、広告、ウェブサイト及びその他の文書にサブライセンス取得者の認定番号と組み合わせて表示する場合に限って（以下認定番号付マークを「試験所組合せMRAマーク」という）サブライセンス取得者に第1条に従った組合せMRAマークの使用の許可を与える。これによりサブライセンス取得者は、ILAC MRAの署名者によって認定されていることを誇示することができる。

試験所組合せMRAマークは、次に示す例と同じ配置比率に従って使用されなければならない。



サブライセンス取得者は、サブライセンス付与者にその試験所組合せMRAマークを提示する義務があり、サブライセンス付与者から書面で認可を与えられるまでそれを使用してはならない。

第3条 注意義務

サブライセンス取得者は、この契約書に規定される要求事項に従って試験所組合せMRAマークを使用することを確約し、且つ、ライセンス付与者又はサブライセンス付与者の評判を傷つけるようなマークの使用を一切行わない。

サブライセンス付与者は、サブライセンス取得者の国における試験所組合せMRAマークの使用を監視する

権利がある。

第4条 付帯権利及び義務

サブライセンス取得者が試験所組合せMRAマーク使用に関する注意義務を怠った場合、サブライセンス付与者はMRAマーク使用の権利を即座に取り消すことができる。サブライセンス付与者は、取り消しの結果についていかなる責任も負わない。

さらに、サブライセンス付与者は、自身のウェブサイト上で、サブライセンス取得者による試験所組合せMRAマークサブライセンス契約に対するいかなる違反又は侵害であれ、それを公表することができる。

試験所組合せMRAマークサブライセンス契約が第三者によって妨害又は侵害された場合は、契約当事者はただちに相互に連絡を取り合い、そのような第三者に対して取り得るすべての措置について協力する。

サブライセンス取得者が訴訟手続きを起こす場合は、サブライセンス付与者の書面による承認を得なければならない。

第5条 第三者の苦情に対する義務

試験所組合せMRAマークの使用に起因して第三者によりサブライセンス取得者に対して苦情が申し立てられた場合は、ただちにサブライセンス付与者に報告しなければならない。サブライセンス取得者が訴訟手続きを起こす場合は、書面にてサブライセンス付与者の承認を求めなければならない。この承認請求は、サブライセンス付与者が将来訴訟に踏み切る場合、その契機となるものである。すべての裁判費用、裁判外費用は、サブライセンス取得者が負担する。

第6条 賠償

サブライセンス取得者の試験所組合せMRAマークの誤用及び/又はサブライセンス契約の違反若しくは侵害によってサブライセンス付与者が損害を被った場合、サブライセンス付与者はサブライセンス取得者に金銭的補償を請求することができる。サブライセンス付与者は、サブライセンス取得者に対して、そのような措置をとる意図があることを書面に於て警告する。この警告に対する回答猶予期間は3週間であり、その間はサブライセンス付与者による措置の開始はない。この期間、サブライセンス取得者は、サブライセンス付与者と密接に協力し、MRAマークサブライセンス契約逸脱状態を修復すべくあらゆる妥当なステップを踏まなければならない。

第7条 契約の終了

この試験所組合せMRAマークサブライセンス契約は、署名の日に発効し、サブライセンス取得者の認定の終了日に失効する。この契約は、サブライセンス取得者の認定更新によって自動的に更新され、認定の終了又は6ヶ月以上の一時停止によって自動的に取り消される。6ヶ月未満の一時停止の場合、この間サブライセンス取得者は試験所組合せMRAマークを使用できない。

さらに、この契約は次の事項のうちの一つによって終了となる。

サブライセンス付与者について

- 破産
- 清算
- ILAC MRAからの排除又は一時停止

サブライセンス取得者について

- 破産
- 清算

- 認定の満了
- 試験所組合せMRAマークの誤用

第8条 分離可能条項

万一、本契約の一部の条項が無効になった場合又は無効になることが分かっている場合でも、本契約そのものはもとより、他の条項は有効であり続ける。

両契約当事者は、法的規制違反がないことを条件に、無効な条項を、合意でき、かつ、意図される結果を得るに適切な他の条項で置き換えることについて協力する。

第9条 最終条件

契約当事者の署名によって、この契約は法的拘束力を持つものとなる。この契約は、サブライセンス付与者及びサブライセンス取得者によって正式に署名された書面による合意がなければ修正されることはない。この契約に関するすべての通知、依頼、要求及び他の連絡は、書面で行われるものとし、直接本人が手渡した場合はその日付をもって、若しくはFAX、eメール又は郵便による受け渡しの場合は受領の確認をもって正式に相手方に送達されたものと見なされる。

契約当事者は、この契約に起因する紛争を友好的に解決するために最大限努力することに同意する。合意に至らない場合、この契約は日本で締結されたものとみなされ、日本の法律の適用を受けることが明示的に了解および合意されている。さらに、当事者は、この契約、条項又はその解釈に関連して当事者間で生じたすべての紛争、意見の相違又は双方の当事者の権利、義務及び債務を日本の法律に従った調停に付すべきことが明確に了解及び合意されている。

(注)この契約書の内容は英文を正とする。和文は各条文の理解を助けるためのものであってこの契約書の本文をなすものではない。この契約の履行に際し、この和訳文付き契約書2通それぞれにサブライセンス付与者とサブライセンス取得者が署名し、各々が各1通を保管するものとする。