# たら かねる まずう かれる かた Sub-License Agreement (ILAC MRA Mark)

F 04.1/03

This Agreement (" herein after the Agreement") is made and entered into as of...... [DD, MM, YYYY] and between: 1. Ethiopian Accreditation Service (EAS) is a governmental organization located in bole sub city - Woreda 6 Next to AMCE Opposite to Nyala Motors, with in the NQI complex compound Addis Ababa - Ethiopia Phone Number - +251 11 667 0995/+251 116670990 P.o.Box- 3898 Addis Ababa, Ethiopia Website- www.eas-eth.org E.mail- info@eas-eth.org Facebook: EAS-Ethiopian Accreditation Service Twitter: @Eas\_Ethio, here in after referred to as "EAS", and represented by: Mr./Ms. .....(Print full names and surname) In his/her duly authorized capacity as Director General of EAS **AND** 2. .....[Full Name of the CAB],a/an ...... [legal status of the CAB, e.g, company] with ......[Registration Number, if applicable] and physical address at ......[Full Address of the CAB], hereinafter referred to as the "Licensee", and represented by: Mr./Ms. .....(Print full names and surname) ...... (duly authorized person as Top Management of the CAB) NOW HEREAFTER THE PARTIES AGREE AS FOLLOWS:

1. The International Laboratory Accreditation Cooperation ("ILAC") is the owner of the

trademark known as the ILAC Mutual Recognition Arrangement Mark or ILAC MRA Mark.

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2. EAS has a non-exclusive and non-transferable license to use the ILAC MRA Mark, subject to its maintenance of its ILAC MRA Membership and IIAC Accreditation Body (AB) membership and observance of conditions and restrictions set out in its agreement with the ILAC MRA Member.

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

- 3. The Licensee applies for permission to use the ILAC-MRA Mark, only in conjunction with EAS's accreditation symbol (Refer R08.3), subject to the terms and conditions set out below.
- 4. EAS grants to the Licensee permission to use the ILAC-MRA Mark for main scopes and sub scopes of the ILAC MRA-for which the Licensee has been accredited by EAS from the date of this Agreement, subject to the conditions and restrictions as follows:
  - (a) The Licensee shall only use the ILAC-MRA Mark together with EAS 's accreditation symbol in the manner set out in ILAC-R7 Rules for the use of the ILAC-MRA Mark and in accordance with the main scopes and sub scopes of the ILAC-MRA of which EAS is a Signatory, and for which the Licensee has been accredited;
  - **(b)** The ILAC-MRA Mark shall be reproduced using an authorized copy obtained from EAS and shall be reprinted according to the following specifications in black and white or in the colours as specified in ILAC-R7 "The Mark" and shall:
    - i) Always be used in its original, designed proportions. The Mark shall not be distorted, compressed or stretched in any way.
    - ii) Not appear in a size that renders the ILAC name unreadable.
    - iii)Not be reproduced smaller than 20mm across, except on business cards (where permissible), without the express permission from the ILAC Secretariat. In all cases, the ILAC MRA Mark shall be legible.
    - iv) Maintain similar proportions to the EAS, s symbol (within the Combined MRA

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Mark) or the accreditation symbol (within the Laboratory Combined MRA Mark). As a general guideline, one dimension of the EAS symbol, preferably the height, should be within + or -approximately 5% of the size of the ILAC-MRA Mark.

- v) Only be used in its normal horizontal orientation and not be rotated.
- vi)Not have a "similar" typeface substituted for the letters within the Mark, as the typeface is custom-designed artwork. The Mark shall always be used as a complete Mark as shown in this document for all application requirements.
- vii) Not be used on a background that will impede readability.
- **viii)** Be based upon the original artwork to ensure high-quality reproduction. Photocopies of logos from other documents shall not be used.
- ix) Be positioned such that the EAS's Logo (within the Combined MRA Mark) or the accreditation symbol (within the Laboratory Combined MRA Mark) may be either above, below or on either side of the ILAC MRA Mark, but shall appear in close proximity to each other.
- **(c)** The proposed permitted use is non-exclusive.
- **(d)** The permission granted to the Licensee to use the said ILAC-MRA is non-transferable;
- **(e)** The Licensee shall not use the ILAC-MRA Mark on any documentation unless EAS's accreditation symbol and the Licensee'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.

- **(f)** The Licensee shall use the ILAC-MRA Mark in strict accordance with the instructions, conditions, standards of quality and ILAC-MRA Mark specifications supplied by EAS or by ILAC at anytime and from time to time:
- **(g)** The Licensee shall supply specimens of its usage of the ILAC-MRA Mark to EAS or to ILAC, if requested by EAS or ILAC;
- **(h)** The Licensee shall not use the ILAC-MRA Mark on a product, or in a way that may be interpreted as denoting product conformity;
- (i) The Licensee shall monitor and take suitable action to control its use of the ILAC-MRA Mark and to prevent any incorrect references or misleading use by itself or its clients;
- (j) The Licensee acknowledges and agrees that it has no proprietary right, title or interest in the ILAC-MRA Mark;

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- **(k)** The Licensee agrees to co-operate fully and in good faith with EAS and/or ILAC for the purpose of securing or protecting ILAC's right in the ILAC-MRA Mark;
- (I) The Licensee further agrees not to challenge directly or indirectly ILAC's right, title or interest in the ILAC-MRA Mark.
- **5.** The Agreement to use the ILAC-MRA Mark may be terminated as follows:
  - a) at any time by agreement of the parties;
  - b) at any time by either party by giving a written notice, in the event that the conditions in this Agreement are not satisfied;
  - c) immediately in the event that accreditation is withdrawn from the Licensee by EAS;
  - d) immediately in the event of the termination of EAS 's membership of the ILAC-MRA or ILAC membership;
  - e) immediately in the event of the termination of the Agreement for the use of the ILAC-MRA Mark between ILAC and EAS;
  - f) by either party, at anytime by giving the other party thirty (30) days written notice for convinience; or
  - g) while EAS revoke the accredited CABs, EAS immediately revoked CABs in its website as not use the licence.
- 6. The Licensee shall indemnify and save EAS, its directors, officers, employees and authorized representatives, from and against any and all direct, actual and proved claims, liabilities, demands, proceedings, costs and expenses arising from the breach or default of the Licensee under this agreement.
- 7. This Agreement shall take full force and effect from .............(DD/MM/YYYY), and remains valid as per the accreditation cycle, unless earlier terminated or renewed as provided herein. This Agreement may be renewed only upon written agreement signed by both parties. the CAB shall fullfill the accreditation requirement
- 8. EAS acknowledges and agrees that test/inspection report/certificate used by integrating with EAS symbol and ILAC MRA by the licensee shall remain the sole property of the licensee.

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<b>IN WITNESS WHEREOF</b> , the parties hereto have excuted and delivered this Agreement on the day mentioned below:	
This Agreement signed at(DD/MM/YYYY) (For the Licensee)	(print place of sign) on this
Name:	
Title:	
Signature:	
-	(print place of sign) on this
(DD/MM/YYYY) (for EAS)	
Name:	
Titele:	
Signature:	
AS WITNESS (Licensee)	AS WITNESS (EAS )
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Licensed to use the ILAC-MRA Mark in conjunction with the EAS's accreditation symbol for the main scopes and sub scopes of the ILAC-MRA for which the Licensee has been accredited by the EAS.	