

**AGREEMENT FOR THE USE OF COMBINED  
IAF-MLA MARK AND SADCAS ACCREDITATION SYMBOL**

**PARTIES**

This Agreement is made and entered between the Southern Development Community Accreditation Service (SADCAS), a subsidiarity institution of the Southern African Development Community (SADC) and a multi-economy accreditation body established in terms of Article 15 B of the Technical Barriers to Trade (TBT) Annex to the SADC Protocol to Trade. SADCAS is a non-profit limited company incorporated under the Botswana Companies Act Ch. 42:01, situated at Plot 50668/9, Unit 2A Second Floor, Tholo Office Park, Fairgrounds in Gaborone, Botswana.

Herein representing by

\_\_\_\_\_  
(Print full Names and Surname)

In his/her duly authorized designation by the Southern Development Community Accreditation Service  
Chief Executive Officer

**(Hereinafter referred to as "SADCAS")**

AND

\_\_\_\_\_  
(Full Name of Accredited Conformity Assessment Body)

\_\_\_\_\_  
(Company Registration Number)

\_\_\_\_\_  
(Trading Name if different from the Registered Name)

\_\_\_\_\_  
(Physical Address)

\_\_\_\_\_  
(Postal Address)

Herein represented by

\_\_\_\_\_  
[Print Full Names and Surname of duly Authorized Person on behalf of the Conformity Assessment Body (CAB)]

\_\_\_\_\_  
(Designation of duly Authorized Person)

**(Hereinafter referred to as the "CAB")**

**WHEREAS** SADCAS is authorized to use the IAF MLA Mark issued by the International Accreditation Forum (IAF) and to enter this agreement.

**AND WHEREAS** the CAB wishes to seek permission from SADCAS to use the combined IAF MLA Mark and SADCAS Accreditation Symbol for the scopes accredited by SADCAS, and SADCAS is willing to grant such permission on the terms set out in this agreement.

## **1. DEFINITIONS**

- 1.1 **Accreditation Mark:** A combination of the SADCAS Trademark (name and logo), accreditation programme and accreditation identification number.
- 1.2 **Agreement:** Agreement between SADCAS and CAB.
- 1.3 **CAB:** Accredited Conformity Assessment Body.
- 1.4 **IAF:** International Accreditation Forum.
- 1.5 **Scope:** Scope of accreditation which is specific conformity assessment activities for which accreditation has been granted.
- 1.6 **Parties:** SADCAS and the accredited CAB.
- 1.7 **MLA:** Multi - Lateral Arrangement.

## **2. CONDITIONS OF AGREEMENT**

- 2.1 The IAF is the owner of the IAF MLA Mark.
- 2.2 The CAB has non-exclusive and non-transferable approval to use the combined IAF MLA Mark and SADCAS Accreditation Symbol subject to its maintenance of its IAF MLA Membership and SADCAS' membership and observance of conditions and restrictions set out in the agreement with SADCAS.
- 2.3 The CAB applies for permission to use the combined IAF MLA Mark and SADCAS Accreditation Symbol, only in conjunction with SADCAS accreditation symbol, subject to the terms and conditions set out below.
- 2.4 SADCAS grants to the CAB permission to use the combined IAF MLA Mark and SADCAS Accreditation Symbol for the scopes of the IAF MLA for which the CAB has been accredited by SADCAS 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 the SADCAS Accreditation Symbol in the manner set out in IAF ML 2 - General principles on the use of the IAF MLA mark”, **SADCAS TR 01: Part 1** “Conditions for the Use of SADCAS Symbol” and **SADCAS TR 01: Part 2** “Use of Combined IAF MLA Mark and SADCAS Accreditation Symbol”, and in accordance with the scopes of the IAF MLA for which SADCAS is a Signatory and for which the CAB has been accredited;

- b) The combined IAF MLA Mark and SADCAS Accreditation Symbol shall only be used by the CAB established in economies where IAF MLA Mark is registered or where an application for registration has been lodged and registration is pending. Accredited CABs are able to use the combined IAF MLA Mark and SADCAS Accreditation Symbol for activities undertaken outside the economy in which they are established;
  - c) The combined IAF MLA Mark and SADCAS Accreditation Symbol shall be reproduced using an authorized copy obtained from SADCAS and shall be reprinted according to the specifications as detailed in SADCAS TR 01: Part 1;
  - d) The permission granted to the accredited CAB to use the combined IAF MLA Mark and SADCAS Accreditation Symbol are non-transferable and non-exclusive;
  - e) The accredited CAB shall not use the combined IAF MLA Mark and SADCAS Accreditation Symbol on any documentation unless SADCAS' accreditation Mark and the accredited CAB's name and logo are included on the same displayed page and are of approximately the same size;
  - f) The accredited CAB shall use the combined IAF MLA Mark and SADCAS Accreditation Symbol in strict accordance with the instructions, conditions, standards of quality and IAF MLA Mark as specified in IAF ML 2 and SADCAS Accreditation Symbol specifications as specified in SADCAS TR 01: Part 1, at any time and from time to time;
  - g) The accredited CAB shall supply specimens of its usage of the combined IAF MLA Mark and SADCAS Accreditation Symbol to SADCAS or IAF, if requested by SADCAS or IAF;
  - h) The accredited CAB shall not allow its clients to use the combined IAF MLA Mark and SADCAS Accreditation Symbol;
  - i) The accredited CAB shall monitor and take suitable action to control the use of the combined IAF MLA Mark and SADCAS Accreditation Symbol and to prevent any incorrect references or misleading use by itself or its clients;
  - j) The accredited CAB acknowledges and agrees that it has no proprietary right, title or interest in the combined IAF MLA Mark and SADCAS Accreditation Symbol;
  - k) The accredited CAB agrees to cooperate fully and in good faith with SADCAS and/or IAF for the purpose of securing or protecting IAF's right in the IAF MLA Mark; and
  - l) The accredited CAB further agrees not to challenge directly or indirectly IAF's right, title or interest in the IAF MLA Mark.
- 2.5 The Agreement to use the combined IAF MLA Mark and SADCAS Accreditation Symbol may be terminated as follows:
- a) At any time by agreement with the parties;
  - b) At any time by SADCAS in the event that the conditions in this Agreement or the terms and conditions of accreditation are not satisfied;

- c) Immediately in the event accreditation is withdrawn from the accredited CAB by SADCAS;
- d) Immediately in the event of the termination of this Agreement for the use of the IAF MLA or IAF membership;
- e) Immediately in the event of termination of the Agreement for the use of the IAF MLA Mark between IAF and SADCAS; and
- f) By SADCAS duly advising the accredited CAB; or
- g) By the IAF duly advising the accredited CAB.

2.6 The accredited CAB shall indemnify and save IAF, its directors, officers, employees and authorized representatives, including SADCAS, 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.

**1. On behalf of CAB**

Thus done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

Name of Accredited CAB: \_\_\_\_\_

Name Representative of CAB: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**2. On behalf of SADCAS**

Thus done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

Name Representative of SADCAS: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**SADCAS hereby grants to the accredited CAB permission to use the combined IAF MLA Mark and SADCAS Accreditation Symbol for the scopes of the IAF MLA for which the CAB has been accredited by SADCAS.**