



License Agreement: IECEX Conformity Mark

LICENSE AGREEMENT

Between

Institut National de l'Environnement Industriel et des Risques -
INERIS

And

Relating to

The granting of the IECEX Conformity Mark License

For the IECEX certified product(s): As defined in the Application Form and associated ADDENDUM for the complete listing of IECEX Certificates and product descriptions.

AGREEMENT

This Agreement is made on _____ [date] by and between:

Institut National de l'Environnement Industriel et des Risques - INERIS, located at Parc Technologique ALATA, BP n°2, F-60550, Verneuil-en-Halatte, France (hereafter referred to as 'INERIS')

And

_____ [Name of the Applicant],

with offices at _____

_____ [Address]

(herein after referred to as 'the Applicant')

INERIS and the Applicant are hereafter sometimes referred to as 'The Parties' or separately referred to as 'a Party'.

Whereas:

- a. **INERIS**, an accepted IECEx Certification Body (ExCB) in accordance with IECEx 02 and an IECEx Conformity Mark License issuing body authorised to license the use of the IECEx Conformity Mark in accordance with IECEx Conformity Mark Regulations, IECEx 04, and Rules and Procedures detailed in IECEx Operational Document OD022, as amended.
- b. **The Applicant**, after a successful assessment process, will become a **Holder** or **Licensee**.

Terms and Definitions

Applicant means an individual or body applying for an IECEx Conformity Mark License.

Holder means a person or legal entity identified on the IECEx Conformity Mark License, usually a manufacturer, as the party responsible for complying with all the requirements of these Terms and Conditions. For the purpose of this document, the term 'Holder' and "Licensee" are interchangeable.

License means a document issued by INERIS authorising a Licensee to use the IECEx Conformity Mark. The License lists or makes reference to the IECEx Certificate(s) of Conformity covering Ex Products(s) in relation to which the IECEx Conformity Mark may be used. The INERIS Mark License Addendum contains the complete listing of IECEx Certificates and product descriptions that relate to the Conformity Mark License.

Licensee means an Applicant to whom an IECEx Conformity Mark License is issued under these Terms and Conditions. For the purpose of this document, the term 'Holder' and "Licensee" are interchangeable.

Product means the Ex product covered by an IECEx Certificate of Conformity issued in accordance with the IECEx Scheme Rules for Certified Equipment, and listed on the IECEx Conformity Mark License.

Surveillance means a programme of activity to confirm the Licensee's continuing compliance with its License and these Conditions.

It is hereby agreed as follows:

1. Authorisation

INERIS is authorised to issue IECEx Conformity mark Licenses for the use of the IECEx Conformity Mark on or associated with Ex products which are covered by a current IECEx Certificate of Conformity, in accordance with IECEx 02, and issued by INERIS and meet all the requirements of the IECEx Conformity Mark Regulations (IECEx 04), the Rules and Procedures (OD022) and the IECEx Conformity Mark Terms and Conditions (OD023), subject to the conditions and limitations set out hereafter. In authorising INERIS to issue IECEx Conformity Mark Licenses, this agreement does not give any other contractual rights to INERIS outside that as provided by the IECEx Conformity Mark License Regulations IECEx 04).

The **APPLICANT** is authorised to use the IECEx Conformity Mark on its products which are covered by a current IECEx Certificate of Conformity, in accordance with IECEx 02 and issued by INERIS and meet all the requirements of the IECEx Conformity Mark Regulations IECEx 04), the Rules and Procedures (OD022) and the IECEx Conformity mark Terms and Conditions (OD023), subject to the conditions and limitations set out hereafter. In authorising the

Applicant to use the IECEX Conformity Mark, this agreement does not give any other contractual rights to the Applicant outside that as provided by the IECEX Conformity Mark License Regulations (IECEX 04).

2. Conditions for the use of the IECEX Conformity Mark

- 1) The IECEX Conformity Mark is owned by the International Electrotechnical Commission (IEC) an organisation, whose Head Office is located at 3, rue de Varembe, Geneva, Switzerland.
- 2) The IECEX Conformity Mark, when appearing on or in relation to an Ex product indicates that the Ex Product is covered by an IECEX Certificate of Conformity which in turn is listed under the scope of the IECEX Conformity Mark License.
- 3) The IECEX Conformity Mark can only be used by a holder of an IECEX Conformity Mark License issued by INERIS.
- 4) The IECEX Conformity Mark may be included in published advertisements on condition that the IECEX Conformity Mark refers to Ex products covered by an IECEX Certificate of Conformity, listed on the IECEX Conformity Mark License or associated Mark License Addendum. The mark shall be shown in a manner to give a clear association with the products covered by an IECEX Certificate of Conformity whose reference number is listed on the associated IECEX Conformity Mark License, or associated Mark License Addendum.
- 5) The format of the IECEX Conformity Mark shall be as shown in IECEX 04 and will be verified and approved, in writing, by INERIS, including any proposed changes.
- 6) The Licensee acknowledge that IEC is the owner of the IECEX Conformity Mark, and shall not take any actions that may be taken to indicate that it has any right, title or interest in, or to, the ownership or use of the IECEX Conformity Mark except under the License arrangements.
- 7) The Licensee acknowledges that it may only use this IECEX Conformity Mark under License from INERIS.
- 8) Once approved by INERIS, the Licensee shall not use, alter or modify the IECEX Conformity Mark in any way without the prior formal and documented approval of INERIS.
- 9) The Licensee shall use the IECEX Conformity Mark, or claim by implication that it is licensed to use it, only in respect of those Products listed in IECEX Certificates of Conformity covered under the License.
- 10) The Licensee shall not use the IECEX Conformity Mark, or make any statement with reference to the IECEX Conformity Mark, that in the opinion of INERIS or IEC is misleading or could bring INERIS or IEC into disrepute.
- 11) The Licensee shall on request provide to INERIS any information related to the use of the IECEX Conformity Mark, which INERIS may require, and will render any assistance reasonably required, by INERIS or the IEC, with respect to the protection of the IECEX Conformity Mark or in prosecuting any misuse.
- 12) The Licensee shall, as soon as it becomes aware, inform INERIS of any third party activity which amounts or may amount to an infringement of INERIS's or the IEC's rights in relation to IECEX Conformity Mark.

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- 13) The Licensee shall inform its customers and agents that any modification or alteration to the Product may invalidate the IECEX Conformity mark, and shall inform INERIS of any modification or alteration to the Product as soon as such modification or alteration comes to the Licensee's attention.
- 14) The Licensee acknowledges that INERIS shall have the conduct of all proceedings relating to the IECEX Conformity Mark, and the Licensee will at the request of INERIS or IEC give full co-operation in any action, claim or proceedings brought or threatened in respect of the IECEX Conformity Mark.
- 15) The Licensee shall not dispose of, sub-license, assign, transfer or otherwise deal with the License or any part of it, nor confer any privileges, benefits or rights (if any) arising therefrom otherwise than in accordance with the Conditions.
- 16) The Licensee may allow a third party to use the IECEX Conformity Mark in the third party's advertising or promotion if the Licensee:
 - a) has obtained the prior written approval of INERIS
 - b) has paid to INERIS the appropriate fee as decided by it
 - c) maintains full control over the third party and facilitates any surveillance assessments of the third party by INERIS.

INERIS may refuse to allow a Licensee from permitting a third party from using the IECEX Conformity Mark, where INERIS determines that the conditions of the IECEX Conformity Mark License Scheme may be compromised.

- 17) The Licensee at all times remains responsible for the correct use of the IECEX Conformity Mark by any third party.
- 18) A license may be terminated by INERIS or the Licensee at any time in writing, giving reasons for the termination.
- 19) If a License is terminated, use by the former Licensee of:
 - a) The IECEX Conformity Mark;
 - b) The IECEX Conformity Mark License number; on the Product and anything related to the Product shall immediately cease.
- 20) A former Licensee shall advise its staff, customers and any Third Party that it is no longer a Licensee. The IEC, ExMC or INERIS may also publish the termination of a License.
- 21) The Licensee shall appoint a senior member of its Management Team with the responsibility and authority to control use of the IECEX Conformity Mark and shall provide written notification to INERIS issuing the License of any changes to the position.
- 22) The Licensee agrees to notify INERIS as soon as practicable, of any changes to its organization that have the potential to prevent the Licensee from fulfilling the obligations under the License.
- 23) The Licensee agrees to an extension of its existing on-going surveillance audits, as required by IECEX 02 to allow INERIS the opportunity to verify the Licensee's compliance with the IECEX Conformity Mark Regulations, and Operational Document OD023.
- 24) The Licensee agrees to maintain a registry of its Ex products carrying the IECEX Conformity Mark and to make this registry available to INERIS either during surveillance visits or at any time as requested by INERIS.

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3. Validity

This agreement shall come into force from the date that it is signed by both Parties for an initial period of three years, and shall be tacitly renewed for successive periods of equal duration.

4. Termination

4.1 This Agreement can be terminated by either **Party** after consultation and following the receipt of written notification. Each **Party** shall take the required measures to duly finalise its existing commitments.

4.2 The Applicant agrees to comply with the termination requirements detailed in the Rules and Procedures (OD022) and Terms and Conditions (OD023).

In witness whereof each **Party** has caused this Agreement to be executed by its duly authorised representatives on the date first set forth above.

SIGNED

For and on behalf of **INERIS**
(Include Name and Date)

For and on behalf of the **Applicant**
(Include Name and Date)