

## National Accreditation System

# Use of the accreditation mark and joint accreditation mark and the rules of reference to accredited status

## NAR-08

### Edition 7

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## List of amendments

Date of revision	Edition	
	CAUSE AND CONTENT OF REVISION	Revised area
01. 01. 2016.	<b>Edition 1</b>	
	NAT – NAH transformation; inclusion of changes	Reregulation of entire area
01. 06. 2016.	<b>Edition 2</b>	
	Insert of the of regulation (to enter into effect subsequently) on combined use of ILAC and IAF accreditation marks	Insertion of Chapter 6
01. 07. 2016.	<b>Edition 3</b>	
	Corrective action following EA MLA evaluation; deletion of regulation on combined use of ILAC and IAF marks	Delete of Chapter 6
16. 05. 2017.	<b>Edition 4</b>	
	Insertion of reference to mutual recognition of EA MLA and ILAC MRA	Additions to Chapters 2 and 5; insertion of Chapter 6
06. 02.2018.	<b>Edition 5</b>	
	The document has a completely new structure	Insertion of point 4.7. and the 12-14. annexes
12.03.2018	<b>Edition 6</b>	
		Insertion of point M 5.2 of the Annex 5 based on the IAF Resolution 2015–14 and insertion of point M 6.2 of the Annex 6 based on the IAF Resolution 2017-19.
31.07.2018	<b>Edition 7</b>	
	Edition to the Rule of Procedure in accordance with Resolution IAF 2016-17.	Referencing to the accredited status will be mandatory. Amending paragraphs 4.1., 4.2., 4.3.1. 4.7.

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## 1. Purpose of the Regulation

Present regulation governs the use of the accreditation mark of the National Accreditation Authority (hereinafter: NAH) and the reference to the accredited status and to regulate the combined use of ILAC MRA and IAF MLA mark together with the accreditation symbol.

## 2. Personal and material scope

The personal scope of the present rule of procedure covers the organisations and natural persons accredited by the National Accreditation Authority and those using the services of the accredited entities the National Accreditation Authority (NAH).

Material scope:

- the use, issuance and approval of the NAH accreditation symbol;
- the use, issuance and approval of the EA MLA accreditation mark;
- the use, issuance and approval of the ILAC MRA accreditation mark;
- the use, issuance and approval of the IAF MLA accreditation mark.

## 3. Definitions

In interpreting the applicable concepts, NAH considers the related international regulations and terminology.

Further definition:

- Accreditation mark: a mark to show the accredited status issued by NAH for the accredited organisation or natural person.
- Text reference to accredited status: a reference to the accredited status given by NAH in a specified text which contains the registration number of the accredited status given on the accreditation document and the scope of accreditation.
- EA MLA: European co-operation for Accreditation Multilateral Agreement.
- Reference to NAH's status as signatory to EA MLA: general wording used by accredited entities to reflect NAH's status as signatory to EA MLA
- ILAC MRA: International Laboratory Accreditation Cooperation Mutual Recognition Arrangement.
- ILAC MRA mark: text/symbol registered as such and is owned by ILAC. The ILAC MRA Mark is associated with the ILAC Mutual Recognition Arrangement (MRA) and can only be used on its own by ILAC and by Recognised Regional Cooperation Bodies. The use of it is regulated by the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement.
- Combined ILAC MRA Mark: is the ILAC MRA Mark used in combination with the ILAC MRA signatory's logo. The Combined ILAC MRA Mark can only be used by an ILAC MRA signatory for accreditation activities covered by the scope of their ILAC MRA signatory status, once an example of the Combined ILAC MRA Mark has been approved by the ILAC Secretariat and after signing the ILAC R7-F1 Agreement for the use of the ILAC MRA Mark.

- Accredited CAB Combined ILAC MRA Mark: is the ILAC MRA Mark used in combination with the ILAC MRA signatory's accreditation symbol that the accredited conformity assessment body (CAB) is entitled to use. The Accredited CAB Combined ILAC MRA Mark can only be used by the accredited CABs of ILAC MRA signatories who have signed the ILAC R7-F1 Agreement for the use of the ILAC MRA Mark.
- IAF MLA: International Accreditation Forum Multilateral Agreement.
- IAF MLA jel: the symbol of the International Accreditation Forum Multilateral Agreement. The use of it is regulated by the International Accreditation Forum Multilateral Agreement.
- Combined IAF MLA Mark: is the IAF MLA Mark used in combination with the IAF MLA signatory's logo. The Combined IAF MLA Mark can only be used by an IAF MLA signatory for accreditation activities covered by the scope of their IAF MLA signatory status, after signing the Annex 1 of the IAF ML 2:2016
- Accredited CAB Combined IAF MLA Mark: is the IAF MLA Mark used in combination with the IAF MLA's signatory's accreditation symbol that the accredited conformity assessment body (CAB) is entitled to use. The Accredited CAB Combined IAF MLA Mark can only be used by the accredited CABs of ILAC MRA signatories who have signed the 2nd Annex of the IAF ML 2:2016.
- Joint mark: joint mark of the certification mark of the product, person and management system certifying organisation and the NAH accreditation mark

## **4. Reference to accredited status**

### **4.1. General rules regarding reference to accredited status**

The reference to the accredited status can be done by the use of the accreditation mark, by a text reference to the accredited status or by both.

The reference to the accredited status is mandatory<sup>1</sup> regarding documents communicating the result of the conformity assessment activity, and voluntary in other cases; and in case the accredited entity makes a reference to the accredited status, the accredited entity is obliged to observe the provisions of present regulation.

In case the accredited entity does not make a reference to the accredited status in his certificates or documents it is not ensured that they will be accepted as the result of an accredited activity according to the relevant standards of MSZ EN ISO/IEC 17000 standards without a separate certification. The conformity assessment results communicated by the accredited organisations (e.g., reports and certificates) shall only be qualified as results according to EA MLA if they contain reference to the relevant accreditation. In its surveillance procedures, NAH will consider only those external documents (test reports, certificates, reports, etc) handed over to the clients, which bear the referencing to the accredited status).

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<sup>1</sup> The requirement shall apply not later than 1<sup>st</sup> January 2019.

The accredited entity is entitled to use the accreditation mark during the validity period of the accredited status. The accreditation mark or the reference to accredited status can be applied after approval of the NAH in the header, footer, or flow text of the submitted document.

In case NAH fully suspends or revokes the accredited status, the organisation shall immediately stop using the accreditation mark, the authorisation of the usage of the accreditation mark and the reference to the accredited status.

In case NAH partially suspends or partially revokes the accredited status, the accredited entity shall immediately stop using the accreditation mark and the authorization of the usage of the accreditation mark on the suspended or revoked areas.

In case the validity of the accredited status expires, the organisation is not entitled to use the accreditation mark, therefore the usage of the accreditation mark shall be terminated with immediate effect.

#### **4.2. Applying for the use of the accreditation mark**

The use of the accreditation mark shall be applied for in writing from NAH Secretariat ([titkarsag@nah.gov.hu](mailto:titkarsag@nah.gov.hu)). Starting from the date of awarding of the accredited status, full or partial maintenance of the accredited status, use of the accreditation mark can be requested in writing without any temporal limitation, during the validity of the accredited status.

NAH sends the accreditation mark relating to the activities of the accredited entity electronically to the accredited entity.

The accredited entity is obliged to send the document samples (certificate samples, protocols, other document types) relating to the planned use of the accreditation mark to NAH Secretariat ([titkarsag@nah.gov.hu](mailto:titkarsag@nah.gov.hu)) prior to use.

The person designated by the deputy director general of NAH decides on the permission of the use of the accreditation mark, which the accredited party is informed of electronically. The accreditation mark can be used only after the receipt of the decision.

If the document sample with the intended use of the accreditation mark sent by the accredited organization is not proper, NAH must draw the accredited organization's attention to the fact that the document sample with the accreditation mark does not conform to NAH and international standards. Corrected document samples must be sent back to NAH for approval. The accreditation mark can be used only after the receipt of the decision. The application for the use, approval and the use of the accreditation mark is free of charge.

#### **4.3. Accreditation mark**

##### **4.3.1. General rules on the use of the accreditation mark**

The accreditation mark consists of the NAH logo, the accreditation category and the registration number of the accredited status, as specified in Appendix 1.

The height of the accreditation mark shall be at least 18 mm. The accreditation mark can be enlarged or reduced proportionately so as it should be legible. The accreditation mark be shown separately in colours or in black and white as specified in Appendix 1; in case the certification mark of the certification organisation certifying the product or the management system is colourful, the accreditation mark shall be colourful, too, or if the certification mark is black and white the accreditation mark shall be black and white.

Management system certification bodies (CB) shall fulfil IAF Resolution 2016-17. Management system certification document to be considered accredited, it must display the accreditation symbol, and/or, reference the accreditation status of the CB including the identification of the Accreditation Body (AB) no later than 06 November 2019. When granted initial accreditation (for a standard or scope), as of 06 November 2016, the CB must transition (re-issue) previous unaccredited certification documents, within one year after the accreditation decision; Must apply this resolution to all management system standards.

The accredited entity may not use the accreditation mark in a misleading manner, and during its use it may not imply that NAH undertakes responsibility for the accuracy of an actual result, or the actual activity of the accredited entity, or a certificate issued on the basis of such activity or confirms a calibrated device, a sample product or a product.

The accredited entity may use the accreditation mark in an identical form as a separate mark, or together with the certification mark of the product or management system certifying organisation.

The accredited organisation may apply for the use of the accreditation mark and the joint accreditation mark in a language other than Hungarian in case of the official languages of the European Union. This intent should be written in the application form sent to NAH when applying for the use of the accreditation mark. The issuance of the accreditation mark in foreign languages and the joint accreditation mark is free of charge. The NAH does not take the responsibility for the contents of documents issued by an accredited organization in a language other than Hungarian. For documents issued in a language other than Hungarian, NAH only checks the proper use of the accreditation mark, the joint mark, and then approves it.

#### 4.3.2. Methods of using the accreditation mark

The accredited entity may use the accreditation mark in all his certificates which contain only the results of his accredited activities. The accreditation mark must not be used in certificates which are not based on the results of accredited activities.

If the accreditation mark is used in a certificate which contains the results of non-accredited activities the results of the accredited and non-accredited activities shall be clearly distinguished.

If the accreditation mark is used in a certificate which contains the results of own activities and the activities of sub-contractors the certificate shall clearly specify

- a) which activities were performed by the sub-contractor,
- b) whether the sub-contractor has a valid accredited status for the performed activities.

In case the sub-contractor does not have a valid accredited status for the activities performed by him, this fact shall be clearly given in the certificate.

The accredited entity may use the accreditation mark on his company letter-paper with a special permission of NAH according to the following:

- a) if his business correspondence (contractual offer, quotation) relates not only to the accredited activity the accredited entity shall clearly and expressly indicate which activities are out of the scope of the accredited status;
- b) if his business correspondence (contractual offer, quotation) relates only to non-accredited activity the following declaration shall be given in the letter:

“The activity specified in the offer is not accredited by NAH.”;



- c) if the business letter has an attachment which contains the results of the non-accredited activity the following declaration shall be given in the letter: “The attachment is the result of activities not accredited by NAH.”

The accredited entity may use the accreditation mark in his publications and on his website with a special permission of NAH according to the following

- a) it relates at least partially to the accredited activity,
- b) it may not damage the reputation of NAH and the prestige of accreditation

The accredited entity must not use the accreditation mark on his business card, vehicles, buildings and flags.

The accredited entity must use the accreditation mark only according to the provisions of Appendices 1-14., as specified in the NAH authorisation.

#### 4.3.3. Use of the accreditation mark in case of multiple accreditations

In case the accredited entity has more valid accredited statuses in the same scope of accreditation (e.g. management system certification):

- a) the individual accreditation marks may be shown next to each other or below each other, or
- b) the registration numbers of all valid accredited statuses may be given in the accreditation mark under the scope of accreditation (consolidated mark).

The consolidated mark may not be used as a joint accreditation mark together with the ILAC MRA or IAF MLA marks. The use of the consolidated mark shall be authorized by NAH Secretariat ([titkarsag@nah.gov.hu](mailto:titkarsag@nah.gov.hu)) in advance. The consolidated accreditation mark can be used only after the receipt of the decision.

## 4.4. Text reference

### 4.4.1. General rules for the use of the reference to accredited status

In case of accredited status given by NAH after 1 January 2016 and after the surveillance has been carried out by NAH the text reference to accredited status could be done according to the references below:

- a) Testing Laboratory accredited by NAH under No [registration number].
- b) Medical testing laboratory accredited by NAH [registration number].
- c) Sampling organisation accredited by NAH under No [registration number].
- d) Calibration laboratory accredited by NAH under No [registration number].
- e) Proficiency testing provider accredited by NAH under No [registration number].
- f) Inspection organisation accredited by NAH under No [registration number].
- g) Product certification organisation accredited by NAH under No [registration number]..
- h) Management system certification organisation accredited by NAH under No [registration number].
- i) Person certifying organisation accredited by NAH under No [registration number].

- j) Reference Material Producer accredited by NAH under No [registration number].
- k) EMAS verifier accredited by NAH under No [registration number].
- l) EMAS verifying organisation accredited by NAH under No [registration number].
- m) EU ETS verifying organisation accredited by NAH under No [registration number].

The following references authorized by NAH may be used until the accredited status expires. The accredited entity may authorize the usage of the following text by the organisations certified by the accredited entity until the expiry of the validity of the certifications issued by the accredited entity.

The text reference shall be legible in any font type.

The accredited entity shall require his clients to use the text as described in this regulation when they make reference to the accredited entity.

The reference to the accredited status may be given in English as follows:

- a) Testing Laboratory accredited by NAH under No [registration number].
- b) Medical testing laboratory accredited by NAH [registration number].
- c) Sampling organisation accredited by NAH under No [registration number].
- d) Calibration laboratory accredited by NAH under No [registration number].
- e) Proficiency testing provider accredited by NAH under No [registration number].
- f) Inspection organisation accredited by NAH under No [registration number].
- g) Product certification organisation accredited by NAH under No [registration number]..
- h) Management system certification organisation accredited by NAH under No [registration number].
- i) Person certifying organisation accredited by NAH under No [registration number].
- j) Reference Material Producer accredited by NAH under No [registration number].
- k) EMAS verifier accredited by NAH under No [registration number].
- l) EMAS verifying organisation accredited by NAH under No [registration number].
- m) EU ETS verifying organisation accredited by NAH under No [registration number].

#### 4.4.2. Text reference for accredited status in case of multiple accreditations

In case the accredited entity wishes to refer to his accredited status not by the use of the accreditation mark, he may do so only with the text determined in Section 4.1.1., including the registration number of the accredited status.

The accredited entity must not use the text reference on his business card, vehicles, buildings and flags.

#### 4.5. Reference to EA MLA status

Since 1st April 2016 NAH represents Hungary as a full signatory member in EA - European cooperation for Accreditation.

The accredited entity may only use the following wording when referring to NAH's status as signatory to EA MLA:

„NAH is a signatory to EA MLA in the fields of testing; calibration; inspection; product, management system and person certification; and verification.”

The provisions of Section 4.4.1. of this policy apply to text references.

#### **4.6. The combined use of ILAC MRA mark for the accredited CAB**

During NAH's status as signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement, accredited testing or calibration laboratories, medical testing laboratories and inspection bodies are entitled to use the ILAC MRA mark together with the NAH accreditation mark (joint accreditation mark) during the validity of their accreditation.

The use of the joint accreditation mark can be applied for in accordance with Section 4.2., and an additional requirement is that the accredited CAB is obliged to conclude a licence agreement found in annex 11. with the NAH for the use of the ILAC MRA joint mark.

If the accredited entity has accredited statuses under multiple ILAC MRA scopes of accreditation, a separate application must be submitted and a separated licence agreement must be concluded in respect of each accredited status.

The accredited entity must attach to the application a completed and signed ILAC licence agreement in 2 copies. The licence agreement can be downloaded from NAH's website and could be found as the 11. annex of this regulation.

NAH will send a copy of the signed licence agreement to the accredited entity. The date of entry into force of the licence agreement is the date of signature.

NAH will send the joint ILAC MRA and NAH accreditation mark to the accredited entity by electronic means. The accredited entity is obliged to send sample modes of the use of the joint ILAC MRA and NAH accreditation mark to NAH prior to use.

The person designated by the deputy director general of NAH decides on the permission of the use of the joint ILAC MRA accreditation mark. If the submitted documents are not proper, the person designated by the deputy director general will draw the attention to the CAB to correct the document until a determined deadline.

The detailed rules of using the ILAC MRA mark are contained in the licence agreement.

The approval and use of the joint accreditation mark is free of charge.

#### **4.7. The combined use of IAF MLA mark for the accredited CAB**

Accredited CAB can apply for the joint use of IAF MLA mark in accordance with Section 4.2. An additional requirement is that the accredited CAB is obliged to conclude a licence agreement found in annex 12. with the NAH for the use of the IAF MLA joint mark

If the accredited entity has accredited statuses under multiple ILAC MRA scopes of accreditation, a separate application must be submitted and a separated licence agreement must be concluded in respect of each accredited status.

The accredited entity must attach to the application a completed and signed IAF MLA licence agreement in 2 copies. The licence agreement can be downloaded from NAH's website and could be

found as the 14. annex of this regulation. The application for and the issuance of the joint accreditation mark is done in accordance with Section 4.2.

Management system certification bodies shall use the IAF logo in accordance with the provisions in the IAF PL 8:2016 Rules for the Use of the IAF Logo of the International Accreditation Forum.

#### **4.8. Legal consequences of illegal mark use or text reference**

The accredited entity is obliged to use the accreditation mark, IAF MLA or ILAC MRA and NAH joint accreditation mark or the text reference relating to the accredited status according to the provisions of present regulation and require his clients to observe the rules relating to the use of the accreditation mark.

The content and the technical conformity of the document with NAH accreditation symbol and IAF MLA and ILAC MRA joint accreditation mark is not controlled by NAH. The approval of NAH only refers to the proper use of the accreditation symbol and marks.

In case the provisions of present regulation are breached, NAH applies the following measures:

- a) written warning about the breach and call for correction,
- b) extraordinary surveillance,
- c) publication of the illegal, wrong or misleading use or reference on the website of NAH,
- d) other legal procedure (Initiating the competition supervision procedure of the Hungarian Competition Authority, initiating a civil litigation).

The accredited entity is obliged to terminate the regulatory breach on the basis of the warning of NAH and inform NAH about the remedies within the deadline specified in the warning by sending the relevant documents to NAH.

In case the accredited entity fails to comply with the deadline specified for the remedy or does not perform the remedy fully, NAH proceeds according to the legislative provisions relating to trademark protection.

In case of the unauthorized use of the accreditation sign or accreditation status reference, NAH applies the following measures:

- a) written warning about the breach and call for correction,
- b) extraordinary surveillance,
- c) publication of the illegal, wrong or misleading use or reference on the website of NAH,
- d) other legal procedure (Initiating the competition supervision procedure of the Hungarian Competition Authority).

## **5. Related rules of procedure and rules of law**

- Act CXXIV of 2015 on national accreditation,
- Government Decree No. 424/2015. (XII.23.)
- MSZ EN ISO/IEC 17011
- EA-1/19 (*Rules for Use of the EA Logo*);

- EA-3/01 (*EA Conditions for the Use of Accreditation Symbols, Text Reference to Accreditation and MLA Signatory status*),
- ILAC-P8 (*ILAC Mutual Recognition Arrangement: Supplementary Requirements and Guidelines for the Use of Accreditation Symbols and for Claims of Accreditation Status by Accredited Laboratories*)
- ILAC-R4 (*Use of the ILAC logo and tagline*)
- ILAC-R7 (*Rules for the Use of the ILAC MRA Mark*)
- IAF ML 2:2016 General Principles on the Use of the IAF MLA Mark
- IAF-PL 8 (*Rules for the Use of the IAF Logo*)
- IAF 2016-17 Agenda Item 9 Accredited MS Certification Document

## **6. Appendices**

Appendix 1: Type of marks

Appendix 2: Special rules for the use of the accreditation mark by laboratories and sampling organisations and their clients

Appendix 3: Special rules for the use of the accreditation mark by product certification organisations and their clients

Appendix 4: Special rules for the use of the accreditation mark by inspection organisations and their clients

Appendix 5: Special rules for the use of the accreditation mark by management system certification organisations and their clients

Appendix 6: Special rules for the use of the accreditation mark by person certification organisations and their clients

Appendix 7: Special rules for the use of the accreditation mark by proficiency testing providers and their clients

Appendix 8: Special rules for the use of the accreditation mark by EMAS verifiers and verifying organisations and their clients

Appendix 9: Special rules for the use of the accreditation mark by EU ETS verifying organisations and their clients

Appendix 10: Special rules for the use of the accreditation mark by reference material producers and their clients

Appendix 11: ILAC MRA and NAH combined accreditation mark (sample)

Appendix 12: License agreement on the combined use of ILAC MRA and NAH accreditation mark for accredited CABs

Appendix 13: IAF and NAH combined accreditation mark

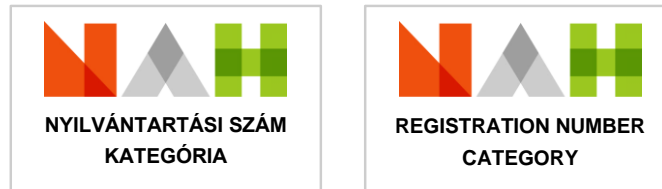
Appendix 14: LICENSE AGREEMENT on the combined use of IAF MLA and NAH accreditation mark

## **7. Forms**

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## Appendix 1.: Type of marks

### M 1.1. Accreditation mark of NAH and its mark colour code



NAH accreditation mark colour code:

Pantone 1665 C CMYK: 0 80 100 0 RGB: 232 78 15 Hexa: #e84e0f Piros	Pantone 485 C CMYK: 0 96 100 0 RGB: 228 31 19 Hexa: #e41f12 Sötét piros	Pantone 420 C CMYK: 0 0 0 30 RGB: 198 198 198 Hexa: #c6c6c6 Szürke	Pantone Cool Gray 7 C CMYK: 0 0 0 51 RGB: 155 155 154 Hexa: #9a9a9a Sötét szürke	Pantone 376 C CMYK: 50 0 100 0 RGB: 149 193 31 Hexa: #95c11f Zöld	Pantone 361 C CMYK: 75 0 100 0 RGB: 58 170 53 Hexa: #3aa935 Sötét zöld
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REGISTRATION NUMBER: black – ARIEL

CATEGORY: black – ARIEL

### M 1.2. Certification mark of product and management system certification organisation together with NAH accreditation mark



### M 1.3. Legend

Registration No.	Akkreditálási terület	Conformity assessment standard / normative document
NAH-1-XXXX/XXXX	Testing Laboratory	MSZ EN ISO/IEC 17025
NAH-2- XXXX/XXXX	Calibration laboratory	MSZ EN ISO/IEC 17025
NAH-3- XXXX/XXXX	Inspection organisation	MSZ EN ISO/IEC 17020
NAH-4- XXXX/XXXX	Management system certification organisation	MSZ EN ISO/IEC 17021
NAH-5- XXXX/XXXX	Person certification organisation	MSZ EN ISO/IEC 17024
NAH-6- XXXX/XXXX	Product certification organisation	MSZ EN ISO/IEC 17065
NAH-7- XXXX/XXXX	Sampling organisation	MSZ EN ISO/IEC 17025
NAH-8- XXXX/XXXX	Proficiency testing provider	MSZ EN ISO/IEC 17043
NAH-9- XXXX/XXXX	Medical testing laboratory	MSZ EN ISO 15189
NAH-10- XXXX/XXXX	EU ETS verifying organisation	MSZ EN ISO 14065 and 600/2012/EC Regulation
NAH-11- XXXX/XXXX	Reference material producing organisation	ISO/IEC 17034 (megjelenését követően)
HU-V- XXXX/XXXX	EMAS verifier EMAS verifying organisation	1221/2009/EC Regulation



## Appendix 2: Special rules for the use of the accreditation mark by laboratories and sampling organisations and their clients

- M 2.1. The rules of the use of the accreditation mark are applicable for the activities performed in the laboratory or on external sites.
- M 2.2. If the accreditation mark is used in a certificate which contains the opinion, assessment or evaluation of non-accredited activities the following declaration shall be given in the certificate: “The opinion, assessment or evaluation given in the certificate is not an activity accredited by NAH”.
- M 2.3. The accreditation mark must not be placed on the object of the inspection, sampling or calibration (on sample products, products, devices, their accessories, etc.) and it must not be used in a way that it would imply product certification.
- M 2.4. The accreditation mark may be placed on calibration label (vignette) as a result of the accredited activity if the label (vignette) shows
- the name of the accredited calibration laboratory,
  - the identification number of the equipment,
  - the date of the calibration and
  - the reference to the calibration certification.
- M 2.5. The clients of the accredited laboratory may not use the accreditation mark on the inspected sample, item, product or on their company letter-paper or publications.





**Use of the accreditation mark and joint accreditation mark and the rules of reference to accredited status**



### Appendix 3: Special rules for the use of the accreditation mark by product certification organisations and their clients

- M 3.1. The accreditation mark may only be placed on the certified product belonging to the accredited area or on its packaging together with the mark of the accredited product certifying organisation as a joint mark.
- M 3.2. In case it is not possible to place the abovementioned joint mark on the product, the joint mark may be placed on a label attached directly to the product. In case of packaging the joint mark may only be placed on the direct packaging of the product. The joint mark may not be placed on the collective packaging or temporary (e.g. transport) packaging of the product.
- M 3.3. The accredited product certification organisation may authorise its clients to use the joint mark only if NAH has consented to the joint mark use of the accredited product certifying organisation.
- M 3.4. The accredited product certification organisation is obliged to inform NAH in writing about those organisations and certified products for which it has authorised the use of the joint mark.
- M 3.5. The accredited product certification organisation is obliged to check the use of the joint mark by its clients according to present regulation. In case the joint mark is not used according to the regulation the accredited product certification organisation is obliged to apply the sanctions specified in the regulation.





## Use of the accreditation mark and joint accreditation mark and the rules of reference to accredited status

### Appendix 4: Special rules for the use of the accreditation mark by inspection organisations and their clients

M 4.1. The accreditation mark must not be placed on the object of the inspection (products, devices, their accessories, etc.) and must not be used for reference to not allowed product certification.



## Appendix 5: Special rules for the use of the accreditation mark by management system certification organisations and their clients

- M 5.1. The accreditation mark shall include “MANAGEMENT SYSTEM CERTIFICATION ORGANISATION”.
- M5.2 The management system certification organisations based on the IAF (International Accreditation Forum) Resolution 2015–14 may not issue certifications in the accredited scope without the reference to the accredited status.
- M 5.3. The accredited management system certification organisation may use the accreditation mark authorised before present regulation comes into force until the validity period of the accredited status expires.
- M 5.4. In case of management system certification the accreditation mark relating to the accredited activity may be used together with the certification mark of the accredited management system certification organisation as a joint mark. The joint mark may not be used in a way that it would imply that it relates to the product.
- M 5.5. The accredited management system certification organisation may authorize its certified clients to use the abovementioned joint mark only if NAH has consented to the joint mark use of the accredited management system certification organisation.
- M 5.6. The accredited management system certification organisation is obliged to inform NAH in writing about those organisations for which it has authorised the use of the joint mark.
- M 5.7. The accredited management system certification organisation is obliged to check the use of the joint mark by its certified clients according to present regulation. In case the joint mark is not used according to the regulation the accredited management system certification organisation is obliged to apply the sanctions specified in the regulation.
- M 5.8. The registration number of all the accredited statuses valid in the category may be given in the accreditation mark, according to the rules of consolidated mark usage (point b) Section 4.3.2).



## Appendix 6: Special rules for the use of the accreditation mark by person certification organisations and their clients

M 6.1. The clients of the accredited person certification organisations are not entitled to use the accreditation mark in any form.

M 6.2. The person certification organisations based on the IAF Resolution 2017-19 must refer to the accredited status on the issued certifications



## Appendix 7: Special rules for the use of the accreditation mark by proficiency testing providers and their clients

M 7.1. The accreditation mark must not be placed on proficiency testing samples.



## Appendix 8: Special rules for the use of the accreditation mark by EMAS verifiers and verifying organisations and their clients

M 8.1. The clients of the accredited EMAS verifier and verifying organisation are not entitled to use the accreditation mark in any form.







## **Appendix 9: Special rules for the use of the accreditation mark by EU ETS verifying organisations and their clients**

M 9.1. The clients of the accredited EU ETS verifying organisation are not entitled to use the accreditation mark in any form.



## Appendix 10: Special rules for the use of the accreditation mark by reference material producers and their clients

M 10.1 The accreditation mark must not be placed on reference material samples.



## Appendix 11: ILAC MRA and NAH combined accreditation mark (sample)



ILAC MRA mark colour code: Blue: Pantone 293C

## Appendix 12: License agreement on the combined use of ILAC MRA and NAH accreditation mark for accredited CABs

### LICENSE AGREEMENT

#### On the combined use of ILAC MRA and NAH accreditation mark

Concluded between the

**National Accreditation Authority** (hereinafter: NAH, address: 1119 Budapest, Tétényi út 82, tax number: 15833820-2-43, ÁHTI ID: 358362, account holder: Hungarian Treasury, account number: 10032000-00335962-00000000), represented by: Miklós Devecz, Director General, as licensor (hereinafter: Licensor), on the one hand,

name of the accredited CAB: .....  
(registered address: .....),  
Reg. No. : .....;  
name of representative: .....)  
as licensee (hereinafter: Licensee), on the other hand

at the place and time indicated below and under the following conditions:

#### Preamble

Based on the License Agreement between the Licensor and ILAC, The rules of procedure NAR-08 Use of the accreditation mark and joint accreditation mark and the rules of reference to accredited status (hereinafter: NAR-08), and ILAC-R7:05/2015 on Rules for the Use of the ILAC MRA Mark, Licensor is entitled for the use of the ILAC MRA accreditation mark combined with the accreditation symbol determined by the Licensor (hereinafter: Combined ILAC MRA Accreditation Mark).

Based on the authorisation indicated in the Preamble, Licensor grants permission to Licensee for the use of the Combined ILAC MRA Accreditation Mark under the registration number NAH-X-XXXX/XXXX.

#### 1. Purpose of the Agreement

The purpose of this Agreement is the use of the ILAC MRA accreditation mark combined with the accreditation symbol of the Licensor under the conditions determined in this License Agreement.

Licensee undertakes to use the Combined ILAC MRA Accreditation Mark in the proper way with attention to the rules of procedure NAR-08 and the ILAC-R7:05/2015 rules.

#### 2. Extent of the License

Licenser grants the Licensee the right to use the ILAC MRA accreditation mark combined with the accredited status registration number to display it on test reports, calibration certificates, letter heads, references, advertisements, websites and other documents for the purpose of demonstrating through its valid accredited status that the Licenser is a signatory to an ILAC cooperation agreement.

Licensee cannot use the ILAC MRA accreditation mark during the time of full suspension of its accredited status.

The Combined ILAC MRA Accreditation Mark shall be used according to the example shown below, in accordance with the valid rules of procedure NAR-08.

Licensee cannot use the Combined ILAC MRA Accreditation Mark until it has received a written approval from the Licenser.

### **3. Control of the use of the Combined ILAC MRA mark**

The Licensee guarantees to use the Combined ILAC MRA Accreditation Mark in accordance with the requirements laid down in this Agreement, it shall not use it in any other way and shall not harm the reputation of ILAC or the Licenser.

The Licenser is entitled to inspect the use of Combined ILAC MRA Accreditation Mark.

### **4. Rights and Duties**

If the Licensee does not exercise due diligence in the use of the Combined ILAC MRA accreditation mark, the Licenser can withdraw with immediate effect the right to use the Combined ILAC MRA Accreditation Mark. The Licenser takes no responsibility for the consequences of the withdrawal. The Licenser may publish on its website the violation of the License Agreement.

If the License Agreement on the use of the Combined ILAC MRA Accreditation Mark is violated by a third party, the contractual parties will immediately inform each other. The Contractual Parties will cooperate in actions taken against the third party. If the Licensee decides to institute legal proceedings, it shall obtain a written approval from the Licenser prior to launching legal proceedings.

### **5. Claims of Third Parties**

Any claim against the Licensee by a third party in respect of the use of the Combined ILAC MRA Accreditation Mark shall be reported in writing by the Licensee to the Licenser and Licensee shall inform Licenser of the opportunity to take part in a legal action.

In any legal proceeding, the preliminary approval of Licenser is required for Licensee to take legal declarations.

In legal actions for claims by a third party, all legal and other costs as well as liabilities shall be the responsibility of Licensee.

### **6. Indemnification**

If the Licenser suffers damages due to Licensee's misuse of the Combined ILAC MRA Accreditation Mark or due to the infringement of the License Agreement on the Combined ILAC MRA Accreditation Mark, the Licenser can have claims for indemnification against Licensee.

The Licensor will give Licensee a written warning of the intended action and calls on the Licensee to respond to the claim for indemnification of the Licensor within 15 days before launching legal proceedings.

Licensee shall have close cooperation with the Licensor and take all steps to restore compliance with the requirements in the License Agreement.

## **7. Expiry of the License Agreement**

This License Agreement is valid from the date of signing it to the expiry of the accredited status of the organisation. In the event of re-accreditation the Agreement automatically continues to be valid.

In the event of the expiry of the validity of the accredited status, Licensee is not entitled to use the Combined ILAC MRA Accreditation Mark.

If the accredited status is suspended, the party is not entitled to use the Combined ILAC MRA Accreditation Mark. In the event of the suspension of the accredited status, this Agreement is terminated in six months following the suspension.

The License Agreement becomes invalid due to provisions in rules of law or in mandatory rules, due to one of the following in particular: for the Licensor

- a) if it is terminated,
- b) if it is excluded or suspended from ILAC MRA.

For the Licensee

- a) if it becomes insolvent,
- b) if it is terminated,
- c) if the validity of its accredited status expires,
- d) if the duration of the suspension of its accredited status exceeds six months.

## **8. Closing Provision**

This License Agreement or some of its clauses may become invalid, if the applicable rule of law or mandatory regulation establish rules that are in conflict or are different from the provisions of this Agreement.

In case of disputes, the Contractual Parties must cooperate in amending the Agreement with mutual consent to allow the Agreement to obtain the intended result and that the application of the Agreement should not result in the infringement of statutory or mandatory regulations.

## **9. Clause**

With the signature of the Contractual Parties, this License Agreement becomes valid.

This Agreement cannot be amended except by the written agreement of the Licensor and the Licensee.

All notices, requests, demands and other communications in connection with this Agreement shall be submitted in writing and receipt shall be confirmed if it is delivered by the other party in person, by fax, e-mail, surface mail or direct delivery.

The Contractual Parties agree that in the event of a legal dispute, parties will make their best effort to settle the legal dispute amicably.

For legal disputes, Parties stipulate the exclusive jurisdiction of the court having competence according to the registered address of the Licensor.

To issues not regulated in this Agreement, the provisions of the Hungarian effective rules of law and the relevant mandatory regulations shall be applied. This Agreement has been executed in two identical copies, which was officially signed by the Contractual Parties in approval as being in full compliance with their intention.

Done in \_\_\_\_\_, 2018

On behalf of accredited CAB

On behalf of the National Accreditation Authority

signature:

Name:

Miklós Devecz

Position:

Director General

## Appendix 13: IAF and NAH combined accreditation mark



IAF MLA mark colour code: Dark blue: Pantone 2747 and light blue: Pantone 299



## Appendix 14: LICENSE AGREEMENT on the combined use of IAF MLA and NAH accreditation mark

### LICENSE AGREEMENT

#### On the combined use of IAF MLA and NAH accreditation mark

Concluded between the

**National Accreditation Authority** (hereinafter: NAH, address: 1119 Budapest, Tétényi út 82, tax number: 15833820-2-43, ÁHTI ID: 358362, account holder: Hungarian Treasury, account number: 10032000-00335962-00000000), represented by: Miklós Devecz, Director General, as licensed IAF MLA Member, on the one hand,

and

name of the accredited CAB: .....  
(registered address: .....),  
Reg. No. : .....;  
name of representative: .....)  
as licensee (hereinafter: Licensee), on the other hand

at the place and time indicated below and under the following conditions:

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. National Accreditation Authority, the full post office address of whose principal office or place of business is seat: 1119 Budapest, Tétényi út 82, has a non-exclusive and non-transferable license to use the IAF MLA Mark, subject to its maintenance of its IAF MLA Membership and IAF Accreditation Body (AB) membership and observance of conditions and restrictions set out in its agreement with the IAF MLA Member.

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

3. Name of the accredited CAB, the full post office address of whose principal office or place of business is seat: \_\_\_\_\_, applies for permission to use the IAF MLA Mark, only in conjunction with the licensed IAF MLA Member’s accreditation symbol, subject to the terms and conditions set out below.
4. NAH grants to \_\_\_\_\_ (accredited CAB) permission to use the IAF MLA Mark for *main scopes and* sub scopes of the IAF MLA for which the CAB has been accredited by NAH under the registration number NAH-X-XXXX/XXXX, 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 their accreditation body symbol in the manner set out in IAF ML 2 General Principles on Use of the IAF MLA Mark and in accordance with the main scopes and sub scopes of the IAF MLA of which the licensed IAF MLA Member is a Signatory, and for which the CAB has been accredited.”
- (b)** The IAF MLA Mark shall be reproduced using an authorized copy obtained from the licensed IAF MLA Member 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 MLA Mark clearly distinguishable, with the width of the IAF MLA Mark no less than 20 millimetres for printed media and 75 pixels for digital media;
- (c)** The proposed permitted use is non-exclusive;
- (d)** The permission granted to the accredited CAB to use the said IAF MLA Mark is non-transferable;
- (e)** The accredited CAB shall not use the IAF MLA Mark on any documentation unless the licensed IAF MLA Member’s accreditation symbol and the accredited CAB’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 accredited CAB shall use the IAF MLA Mark in strict accordance with the instructions, conditions, standards of quality and IAF MLA Mark specifications supplied by the licensed IAF MLA Member or the IAF at anytime and from time to time;
- (g)** The accredited CAB shall supply specimens of its usage of the IAF MLA Mark to the licensed IAF MLA Member or IAF, if requested by the licensed IAF MLA Member or IAF;
- (h)** The accredited CAB shall not use the IAF MLA Mark on a product, or in a way that may be interpreted as denoting product conformity, or permit its certified organizations to do so;
- (i)** The accredited CAB shall not allow its certified organisations to use the IAF MLA mark;
- (j)** The accredited CAB shall monitor and take suitable action to control its use of the IAF MLA Mark and to prevent any incorrect references or misleading use by itself or its certified organizations;
- (k)** The accredited CAB acknowledges and agrees that it has no proprietary right, title or interest in the IAF MLA Mark;
- (l)** The accredited CAB agrees to co-operate fully and in good faith with the licensed IAF MLA Member and/or IAF for the purpose of securing or protecting IAF's right in the IAF MLA Mark;
- (m)** The accredited CAB further agrees not to challenge directly or indirectly IAF’s right, title or interest in the IAF MLA Mark.

5. The Agreement to use the IAF MLA Mark may be terminated as follows:
- (a) at any time by agreement of the parties;
  - (b) at any time by the licensed IAF MLA Member in the event that the conditions in this Agreement are not satisfied;
  - (c) immediately in the event accreditation is withdrawn from the accredited CAB by the licensed IAF MLA Member;
  - (d) immediately in the event of the termination of the licensed IAF MLA Member's membership of the IAF MLA or IAF membership;
  - (e) immediately in the event of the termination of the Agreement for the use of the IAF MLA Mark between IAF and the Licensed IAF MLA Member;
  - (f) by the licensed IAF MLA Member duly advising the accredited CAB; or
  - (g) by the IAF duly advising the accredited CAB.
6. The accredited CAB shall indemnify and save IAF, its directors, officers, employees and authorized representatives, including the licensed IAF MLA Member, 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.

**Date**

On behalf of the accredited CAB:

on behalf of National Accreditation Authority:

Signature:

Name:

Miklós Devecz

Position:

Director General