

## Licensing Agreement for the use of a certification or mark of conformity

The <Insert CAB Name> Conformity Assessment Body, having its registered offices at <Insert CAB Address>, hereinafter referred to as the CAB and represented in this matter by <Insert Name>, <Insert Title>, hereby grants to <Insert Client Name>, having its registered offices at <Insert Client Address>, hereinafter referred to as the licensee, licence to certify the products covered by the appended licence, as approved by the CAB for such products specified in the first column of the valid licence which are controlled by the licensee in accordance with the standards referred to in the second column and the specific rules referred to in the third column of the valid licence and on the conditions of the following general agreement.

### Article 1: Regulations for certification and assessment

The stipulations of the general rules for the Certification Procedures for all SFA Standards apply to this agreement as well as the Conformity Assessment Scheme(s) and the specific rules specified in the attached licence.

### Article 2: Rights and obligations

- 2.1 The licensee agrees that the certified products manufactured and supplied by it as specified in the licence based on and attached to this agreement will comply with the requirements stated in the standards and general and specific rules specified in the licence. Accordingly, the CAB authorizes the licensee to mark the products covered by the licence, as stated in the product certification scheme.
- 2.2 The licensee agrees that the persons representing the CAB will have unobstructed access without prior notification to the premises of the facility covered by the license during the normal working hours of the facility involved.
- 2.3 The licensee agrees that the products for which the licence is granted will be produced to the same specifications as the sample that the CAB found by the initial testing to be in conformity with the standard.

### Article 3: Surveillance

- 3.1 The CAB carries out continuing surveillance of the licensee's conformity with the licensee's obligations, in accordance with the conditions stated in the general rules for the certification procedures and the specific rules for the scheme as specified in the licence.
- 3.2 This surveillance is carried out by the CAB employees or by employees of agencies on behalf of the CAB.

### Article 4: Information on modifications in production

The licensee shall inform the CAB of any intended modification in the product, the production process or the quality system.

### Article 5: Complaints

The licensee shall upon request of the CAB keep records and report to the CAB any complaints regarding those aspects of the products covered by the licence.

### Article 6: Publicity

- 6.1 The licensee has the right to publish the fact that it has been authorised to certify the products to which the license applies.

6.2 Among other methods the CAB gives publicity to the authorisation of certifying conformity with a standard and to cancellation of this agreement with the licensee, as appropriate.

### Article 7: Confidentiality

The CAB is responsible for ensuring that confidentiality is maintained by its employees concerning all confidential information with which they become acquainted as a result of their contacts with the licensee.

### Article 8: Payment

The licensee shall pay to the CAB all expenses in relation to the surveillance, including sampling, test, assessment and administration costs.

### Article 9: Agreement period

This agreement comes into force on <Insert Commencement Date> and remains in force until <Insert Expiry Date> unless withdrawn for justified reasons or withdrawn by either party upon due notice given to the other party.

### Article 10: Withdrawal of licence

If withdrawal of the licence comes into question, the necessary time of notice prior to the withdrawal will differ due to the situation that causes it.

Depending on the reason for the withdrawal, the following schedule of notice will be followed:

Situation requiring the dispatch of notice that can lead to withdrawal	Days of notice prior to withdrawal
Manufacturer's wish to withdraw:	To be specified by the CAB
The CAB determines that the product contains illegal chemicals:	None
Violation of an existing standard, for reasons other than safety:	max. 60 days
Non-payment of charges to certification body:	max. 30 days
Failure to meet other provisions of the licensing agreement:	max. 60 days
Mandatory conformity with new requirements in relation to revision of a standard:	As determined by the product certification scheme
Notification of cancellation shall be sent by email to the other party, stating the reasons and the date of termination of the agreement.	

### Article 11: Modification of product requirements

11.1 If the requirements applying to the products covered by this agreement are modified, the CAB shall immediately inform the licensee by email, stating at what date the modified requirements will become effective, and advising the licensee of any need for a



supplementary examination of the products which are subject to this agreement.

- 11.2 Within a specified period of time after receipt of the advice described in paragraph 11.1, the licensee shall inform the CAB by email whether it is prepared to accept the modifications. If the licensee gives confirmation within the specified period of acceptance of the modification and provided the result of any supplementary examination is favourable, a supplementary licence will be issued or other modifications of the certification body's records will be made.
- 11.3 If the licensee advises the CAB that it is not prepared to accept the modification within the time specified in accordance with 11.2, or if the licensee allows the terms for acceptance to lapse, or if the result of any supplementary examination is not favourable, the licence covering the particular product shall cease to be valid on the date on which the modified specifications become effective to the certification body, unless otherwise decided by the certification body.

### Article 12: Appeal or dispute

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of the CAB.

---

<b>Issued in duplicate and signed by authorized representatives of the CAB and the applicant.</b>			
On behalf of the Conformity Assessment Body:		On behalf of the applicant:	
Date:		Date:	
Signature:		Signature:	
Title:		Title:	