



IECEX OPERATIONAL DOCUMENT

IEC System for Certification to Standards Relating to Equipment for Use in Explosive Atmospheres (IECEX System)

Terms and Conditions for use of the IECEx Conformity Mark





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INTERNATIONAL ELECTROTECHNICAL COMMISSION

IECEX Operational Document OD 423

Terms and Conditions for use of the IECEX Conformity Mark

FOREWORD

This IECEX Operational Document sets the Terms and Conditions by which holders of an IECEX Conformity Mark License (for example, manufacturers), issued in accordance with the IECEX Conformity Mark Regulations and Operational Document OD 422, may use the IECEX Conformity Mark.

The requirements and process contained within this OD are subordinate to the IECEX Conformity Mark Rules contained in IECEX 04.

Document History

Date	Summary
2007-10	Original issue (Edition 1.0)
2021-02	Edition 2.0 to reflect the "New Approach" to IECEX conformity mark licensing and was with document ExMC/1621/DV approved by the IECEX management committee during the 2020 ExMC meeting (refer to Decision on ExMC/1623/DV)

Inquiries concerning access to or information on IECEX Scheme its Rules and Operational Documents may be directed to the IECEX Secretariat at:

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INTRODUCTION

This Operational Document (OD) is supplementary to the *IECEX 04, IECEX Conformity Mark, Rules* and Operational Document *IECEX OD 422, Rules and Procedures for the granting of Licenses to issue and use the IECEX Conformity Mark* and defines the Terms and Conditions applicable to holders of an IECEX Conformity Mark License.

It is a requirement of IECEX 04 and IECEX OD 422 that a holder of an IECEX Conformity Mark License must hold a valid IECEX Certificate of Conformity, issued and maintained in accordance with IECEX 02.

Terms and Definitions

The Terms and Definitions detailed in the following IECEX Publications apply throughout this OD:

IECEX 01 – IECEX Scheme Basic Rules

IECEX 02 – IECEX Scheme Rules and Procedures, applicable to issuing an IECEX Certificate of Conformity

IECEX 04 – IECEX Conformity Mark, Rules

For the purposes of this Operational Document the following additional terms shall apply:

1.1 Applicant

an individual or body applying for an IECEX Conformity Mark License.

1.2 Holder

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 purposes of this document, the term ‘Holder’ and ‘Licensee’ are interchangeable.

1.3 License

a document issued by an IECEX Certification Body (“ExCB”) authorizing a Licensee to use the IECEX Conformity Mark. The License lists the IECEX Certificate(s) of Conformity Reference Numbers covering Ex Product(s) in relation to which the IECEX Conformity Mark may be used.

1.4 Licensee

an Applicant to whom an IECEX Conformity Mark License is issued under these terms and Conditions. For the purposes of this document, the term ‘Holder’ and ‘Licensee’ are interchangeable.

1.5 Product

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.

1.6 Surveillance

a programme of activity to confirm the Licensee’s continuing compliance with its License and these terms and conditions.

Location of IECEX Rules, Procedures and Supporting Operational Documents

The following IECEX Scheme Rules and Procedures are made publicly available in their currently valid versions via the IECEX internet website at www.iecex.com

IECEX 01 – IECEX Scheme Basic Rules

IECEX 02 – IECEX Scheme Rules and Procedures, applicable to issuing an IECEX Certificate of Conformity under the Certified Equipment Program

IECEX 04 – IECEX Conformity Mark, Rules

Conditions for the use of the IECEx Conformity Mark (“Conditions”)

- 1) The IECEx Conformity Mark is exclusively owned by the International Electrotechnical Commission (IEC) an organization, whose Head Office is located at 3, rue de Varembé, Geneva, Switzerland.
- 2) Application for an IECEx Conformity Mark License shall be made to an ExCB on the ExCB's own application form.
- 3) 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.
- 4) These Conditions form the basis for agreement between an IECEx ExCB accepted in the IECEx 04 Scheme, each Applicant and an IECEx Conformity Mark Licensee.
- 5) The IECEx Conformity Mark can only be used by a holder of an IECEx Conformity Mark License issued by an IECEx ExCB accepted in the IECEx 04 Scheme. The IECEx website contains a complete and updated listing of ExCBs approved to issue an IECEx Conformity Mark License (www.iecex.com)
- 6) The IECEx Conformity Mark may be included in published advertisements, on condition that the IECEx Conformity Mark refers to Ex equipment covered by an IECEx Certificate of Conformity, listed on the IECEx Conformity Mark License. The Mark shall be shown in a manner to give a clear association with the Ex equipment covered by an IECEx Certificate of Conformity whose reference number is listed on the associated IECEx Conformity Mark License
- 7) The format of the IECEx Conformity Mark shall be as shown in IECEx 04 and must be verified and approved, in writing, by the ExCB issuing the IECEx Conformity Mark License, including any proposed changes.
- 8) The Licensee acknowledges that IEC is the owner of the IECEx Conformity Mark and the licensee shall not do anything which 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.
- 9) The Licensee undertakes not to jeopardise the IEC's or the ExCB's rights in the IECEx Conformity Mark by improper use of this trademark. The Licensee's use of the IECEx Conformity Mark in connection with the Ex equipment, including all goodwill in the trademark generated thereby, shall inure exclusively to the benefit of the IEC.
- 10) The Licensee shall not assist or encourage any third party to, anywhere in the world, apply for, or obtain registration of, any trademark, or domain name which consists of, or comprises the IECEx Conformity Mark, any distinctive part thereof, any confusingly similar words, names, logos, marks or signs, in each case, either alone or in combination with any words, names, logos, marks or signs.
- 11) The Licensee shall only use the IECEx Conformity Mark under License from an accepted ExCB and shall only use the IECEx Conformity Mark in strict accordance to the Conditions in this Operational Document, the IECEx Conformity Mark Rules (IECEX 04) and Operational Document OD 422 in their currently valid versions available on the IECEx internet website at www.iecex.com.
- 12) Once approved by the ExCB issuing the IECEx Conformity Mark License, the Licensee shall not use, alter nor modify the IECEx Conformity Mark in any way without the approval of the ExCB issuing the IECEx Conformity Mark License.
- 13) The Licensee shall not, without the prior written approval of the IEC, use the IECEx Conformity Mark in conjunction with any other brand, trademark or distinctive word, name, logo, mark, or sign.

- 14) The Licensee undertakes not at any time to attack, question, or deny the validity of the IECEX Conformity Mark or the trademark and domain name registrations or applications of the same, and it shall not knowingly do anything which would or might invalidate any of the said registrations or applications.
- 15) The Licensee shall use the IECEX Conformity Mark or claim by implication that it is licensed to use it, only in respect of those Equipment listed in IECEX Certificates of Conformity covered under the License.
- 16) 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 the issuing ExCB or IEC is misleading or could bring the ExCB or IEC into disrepute.
- 17) The Licensee undertakes not to use on or in connection with any goods and services, any trademarks so nearly resembling the IECEX Conformity Mark as to be likely to cause deception, confusion, or mistake.
- 18) The Licensee shall on request give to the ExCB any information as to the use of the IECEX Conformity Mark which the ExCB may require and will render any assistance reasonably required by the ExCB issuing the License, or the IEC with respect to the protection of the IECEX Conformity Mark or in prosecuting any misuse.
- 19) The Licensee shall, as soon as it becomes aware, inform the ExCB issuing the License of any third party activity which amounts or may amount to an infringement of the ExCB's or the IEC's rights in relation to the IECEX Conformity Mark
- 20) The Licensee shall inform its customers and agents that any modification or alteration to the Equipment may invalidate the IECEX Conformity Mark and shall inform the issuing ExCB of any modification or alteration of the Product as soon as such modification or alteration comes to the Licensee's attention.
- 21) The Licensee acknowledges that the ExCB issuing the license shall have the conduct of all legal proceedings relating to the IECEX Conformity Mark, and the Licensee will at the request of the issuing ExCB or IEC give full co-operation in any action, claim or proceedings brought or threatened in respect of the IECEX Conformity Mark.
- 22) 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 these Conditions.
- 23) 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 the issuing ExCB; and
 - b. has paid to the issuing ExCB the appropriate fee as decided by the issuing ExCB; and
 - c. maintains full control over the third party to ensure that the IECEX Conformity Mark is used in compliance to the present Conditions and IECEX Conformity Mark Rules, IECEX 04 and facilitates any surveillance assessments of the third party by the issuing ExCB
- 24) The ExCB may refuse to allow a Licensee from permitting a third party from using the IECEX Conformity Mark where the ExCB determines that the conditions of the IECEX Conformity Mark License Scheme may be compromised.
- 25) The Licensee, at all times, remains fully responsible and liable for the correct use of the IECEX Conformity Mark by the third party allowed to use the IECEX Conformity Mark under Clause 23) of this Operational Document. The Licensee undertakes to immediately inform the ExCB of any misuse of the IECEX Conformity Mark by the third party and to take action to stop the misuse of the IECEX Conformity Mark by the third party if instructed to do so by the ExCB.

- 26) A License may be cancelled by the issuing ExCB or by the Licensee at any time in writing and giving reasons for the Cancellation.
- 27) If a License is cancelled, 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 (including labelling, product packaging, advertising, and promotional materials) shall immediately cease.

The ExCB shall determine the action required concerning equipment and anything related to the Product (including labelling, product packaging, advertising, and promotional materials) marked with the IECEX Conformity Mark prior to termination of the License.
- 28) IECEX Conformity Mark Licenses and written license agreements between the ExCBs and the Licensees may not without prior consent of the other party be assigned or transferred by either party.
- 29) A former Licensee shall advise its staff, customers and any third party that it is no longer a Licensee. The IEC, ExMC or ExCB will also publish the cancellation of a License on the IECEX Website.
- 30) 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 notification to the ExCB issuing the License of any changes to this position.
- 31) The Licensee agrees to notify the ExCB issuing the IECEX Conformity Mark License, as soon as practicable, of any changes to its organisation that have the potential to prevent the Licensee from fulfilling the obligations under the License.
- 32) The Licensee agrees to an extension of its existing on-going surveillance audits, as required by IECEX 02 to allow the ExCB issuing the License the opportunity to verify the Licensee's compliance with the IECEX Conformity Mark Rules and Operational Documents.
- 33) The Licensee agrees to maintain a registry of its Ex equipment carrying the IECEX Conformity Mark and to make this registry available to the ExCB either during surveillance visits or at any time as requested by the ExCB
- 34) IECEX Conformity Mark Rules, Operational Documents and Terms and Conditions are publicly available on the IECEX Internet website www.iecex.com where the latest versions shall reside. Changes to these conditions may be made with notification on the IECEX website which will become effective fifteen days from placing on the website unless another period is specified.