



ExMarkCo/04/CD  
February 2008

**INTERNATIONAL ELECTROTECHNICAL COMMISSION SCHEME  
FOR CERTIFICATION TO STANDARDS RELATING TO EQUIPMENT FOR  
USE IN EXPLOSIVE ATMOSPHERES (IECEx SCHEME)**

**Title: Application from the Hungarian Approval Service for Ex-proof Electrical Equipment, BKI, for approval to issue the IECEx Conformity Mark License.**

**Circulated to: Members of the IECEx Conformity Mark Committee, ExMarkCo**

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**INTRODUCTION**

The IECEx Secretariat is pleased to advise that an application has been received from the Hungarian Approval Service for Ex-proof Electrical Equipment, BKI, an accepted ExCB within the IECEx Scheme, for approval to issue the IECEx Conformity Mark License.

This document is issued for consideration by the IECEx Conformity Mark Committee, ExMarkCo, in accordance with IECEx 04 - *IEC Scheme for Certification to Standards relating to Equipment for use in Explosive Atmospheres (IECEx Scheme) – IECEx Conformity Mark Licensing System – Regulations* during the coming Singapore Meeting. The secretariat will present a review document of BKI's application during this meeting.

**Address:**

IECEx Secretariat  
SAI Global Building  
286 Sussex Street  
Sydney NSW 2000  
Australia

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<http://www.iecex.com>



**ExMarkCo/04/CD  
February 2008**

### **APPLICATION FROM BKI**

The Certification Body of BKI seeks agreement to issue the IECEx Conformity Mark License.

The Certification Body of BKI has been an accepted IECEx Certification Body, ExCB, within the IECEx Scheme since 2000.

The Certification Body of BKI agrees to abide by the IECEx Conformity Mark Regulations and Operational Procedures and also with the decisions of the IECEx Management Committee.

The authorised person who shall act on behalf of the BKI, ExCB in matters relating to the IECEx Conformity Mark License is Mr. Janos HANKO, Director, BKI.

Copies of the internal procedures from BKI, ExCB, for the issuing and control of IECEx Conformity Mark Licenses are attached as Annexes A to H.

The Certification Body of BKI accepts the payment of any application fee as determined by the IECEx Management Committee.



## ANNEX A

LICENSE AGREEMENT BETWEEN  
THE INTERNATIONAL ELECTROTECHNICAL COMMISSION

AND

Certification Body of ExVÁ Testing Station for Explosion Proof Equipment Ltd.

CONCERNING  
OPERATION AS AN IECEx CERTIFICATION BODY TO  
ISSUE IECEx CONFORMITY MARK LICENSES

AGREEMENT

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

**The International Electrotechnical Commission**, with offices at 3 rue de Varembe,  
1211 Geneva 20, Switzerland (herein after referred to as '**the IEC**')

And

Certification Body of ExVÁ Testing Station for Explosion Proof Equipment Ltd., with offices at  
2-4. Mikoviny str., 1037 Budapest, Hungary (herein after referred to as '**the  
Certification Body**')

The IEC and the Certification Body are hereinafter sometimes referred to as 'The  
Parties' or separately referred to as 'a Party'.

Whereas:



## ANNEX A

- a. **The IEC** owns the IECEx Conformity Mark and has published **Regulations, IECEx 04** describing the IECEx Conformity Mark its meaning and the requirements for management and licensing of the IECEx Conformity Mark.
- b. **The IEC** has approved the creation of the IECEx Conformity Mark Licensing System defined below for the purpose of managing the licensing of the use of the IECEx Conformity Mark.
- c. **The Certification Body** is an accepted IECEx Certification Body (ExCB) in accordance with IECEx 02 and has applied to be recognised as an IECEx Conformity Mark License issuing Body to be authorised to license the use of the IECEx Conformity Mark in accordance with the IECEx Conformity Mark Regulations, IECEx 04 and Rules and Procedures detailed in IECEx Operational Document OD 022, as amended.

### Definitions

1. **'Regulations'** means the IECEx Conformity Mark Regulations, IECEx 04, always in their valid versions.
2. **'The IECEx Management Committee (ExMC)'** means the Management Committee of the **IECEx Scheme and all its Programs, including the Licensing of the IECEx Conformity Mark** defined above.
3. **'IECEx Conformity Mark'** means the IECEx Conformity Mark owned and operated by the IEC as defined in the IECEx Conformity Mark **Regulation, IECEx 04**.

It is hereby agreed as follows: 1.

### Authorisation

**The IECEx Certification Body** 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 the **IECEx Certification Body** and meet all the requirements of **the IECEx Conformity Mark Regulations (IECEx 04), the Rules and Procedures (OD 022) and the IECEx Conformity Mark Terms and Conditions (OD 023)**, subject to the conditions and limitations set out hereafter. In authorising the IECEx Certification Body to issue IECEx Conformity Mark Licenses, this agreement does not give any other contractual rights to the IECEx Certification Body outside that as provided by the IECEx Conformity Mark License Regulations (IECEx 04).



## ANNEX A

In addition, the IECEx Certification Body shall only issue IECEx Conformity Mark Licenses that list IECEx Certificates of Conformity issued by the IECEx Certification Body, itself and in accordance with IECEx 02.

### 2 Rights and Obligations of the IECEx Certification Body

**2.1** The IECEx Conformity Mark licensed for use shall be in accordance with the specimen shown in the Regulations (IECEx 04) with the addition of The IECEx Certification Body identifier and License number in the format instructed by the IECEx Secretariat.

**2.2 The IECEx Certification Body** shall ensure that licenses are only issued for products which are covered by a current IECEx Certificate of Conformity, in accordance with IECEx 02 and issued by the IECEx Certification Body.

**2.3 The IECEx Certification Body** shall ensure that their procedures for the issue, maintenance, withdrawal, and misuse of licenses conform to the IECEx Conformity Mark Regulations (IECEx 04), Rules and Procedures (OD 022) and the Terms and Conditions (OD 023) always in their currently valid version.

**2.4 The IECEx Certification Body** shall be responsible for its financial obligations deriving from its participation as an IECEx Conformity Mark License issuing body.

**2.5 The IECEx Certification Body** shall have the right to decide the fees it will charge for its certification services, within normal acceptable market rates, relating to the **IECEx Conformity Mark**.

**2.6 The IECEx Certification Body** shall be responsible for its own legal liabilities and shall maintain the necessary insurances including professional liability insurance as required by ISO/IEC Guide 65.

**2.7 The IECEx Certification Body** shall use its best endeavours to ensure that manufacturers and other applicants licensed to use the **IECEx Conformity Mark** on or associated with their products comply with the duties and responsibilities placed on them by the **Regulations (IECEx 04)** Rules and Procedures (OD 022) and the Terms and Conditions (OD 023). The IECEx Certification Body shall include such as part of its agreement with Licensees.

**2.8 The IECEx Certification Body** shall inform **the IEC** through the IECEx Secretariat of any cases either brought to its notice or where they become aware of misuse of the **IECEx Conformity Mark** and shall take appropriate action in cases of misuse of licences which it has issued.

**2.9 The IECEx Certification Body** shall maintain compliance with the requirements of the IECEx Scheme Rules and Procedures (IECEx 02), the Regulations (IECEx



## ANNEX A

04) and supporting Operational Documents, available from the IECEx Internet site [www.iecex.com](http://www.iecex.com) and shall immediately inform the IECEx Secretary of any actions or inactions that may result in the IECEx Certification Body no longer maintaining such compliance

**2.10 The IECEx Certification Body** agrees to pay licence fees associated with the IECEx Conformity Mark, as approved by the IECEx Management Committee

**2.11 The IECEx Certification Body** shall inform **the IEC** of any change to its legal status.

**2.12 The IECEx Certification Body** shall operate under their own responsibility and shall indemnify and hold harmless **IEC** from any and all claims, actions and judgements, including costs of defence incurred in defending claims arising from **the IECEx Certification Body's** operation in issuing IECEx Conformity Mark Licenses.

**2.13** In operating this agreement, the IEC is not aware of any third parties whose rights may be infringed.

**2.14** The IECEx Certification Body has the right to use the IECEx Conformity Mark for promotional purposes.

### 3 Obligations of the IEC

**3.1 The IEC** as owner of the IECEx Conformity Mark shall be responsible for its legal protection in all countries where such protection is necessary

**3.2 The IEC** will take action as described in the Regulations (IECEx 04) in cases of misuse of the IECEx Conformity Mark where a licence has not been issued.

### 4 Validity

**4.1** 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.

### 5 Termination

**3.1** 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.



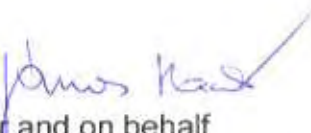
## ANNEX A

3.2 The IECEx Certification Body agrees to comply with the termination requirements detailed in the Rules and procedures (OD 022) and Terms and Conditions (OD 023).

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  
the IEC

  
For and on behalf  
of the IECEx Certification Body





## GUIDE

### ExVÁ Testing Station for Explosion Proof Equipment Company Limited Budapest




Guide for manufacturers or their authorised representative planning to have the testing and certification of apparatus and protective systems for potentially explosive atmospheres performed by ExVÁ Testing Station for Explosion Proof Equipment Company Limited

or

to obtain IECEx Conformity Mark License issued by ExVÁ Ltd. lists the IECEx Certificate(s) of Conformity Reference Numbers covering Ex Product(s) in relation to which the IECEx Conformity Mark may be used .


2008


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 (36 1) 430 1255

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## Test / Certification

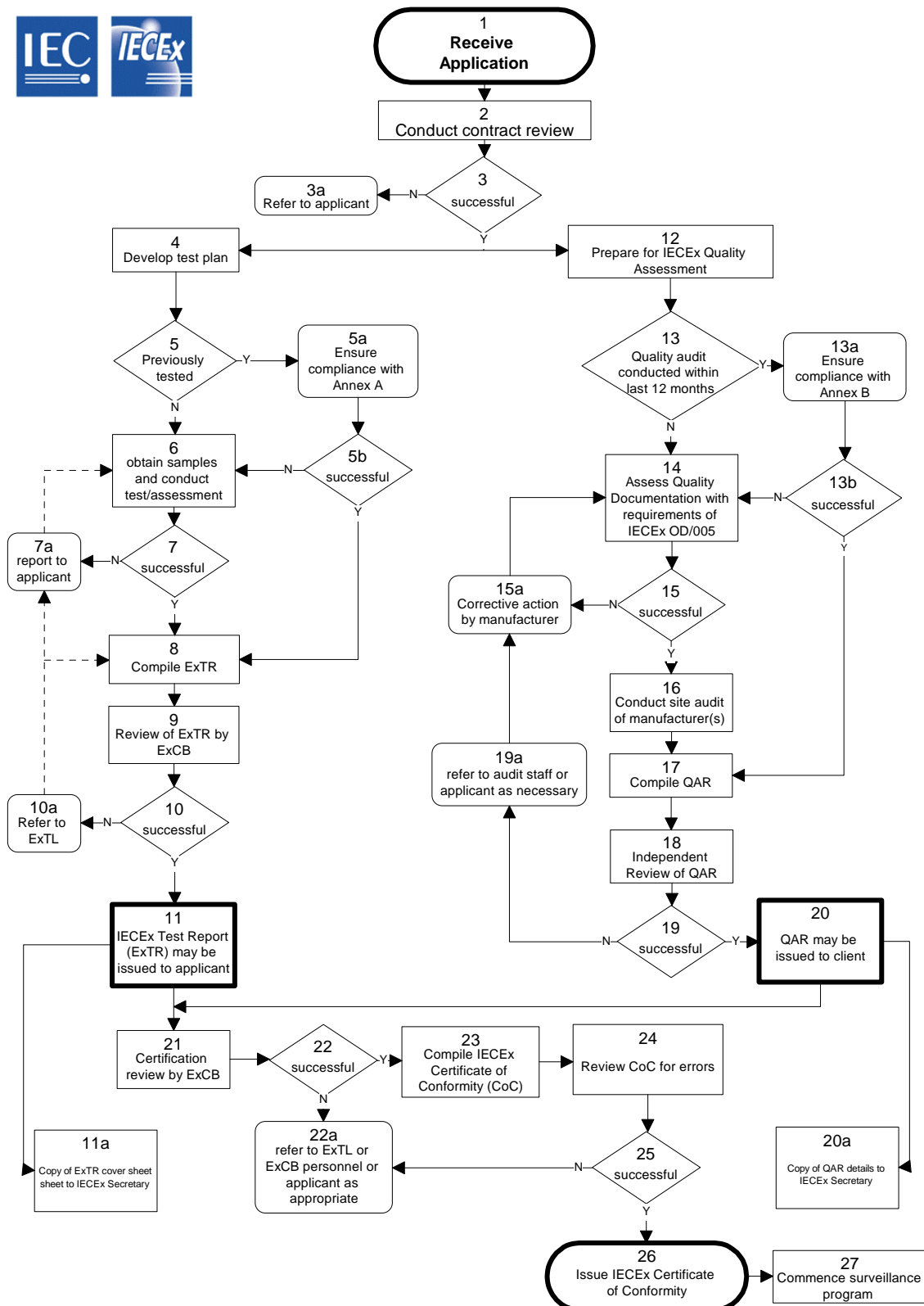


Figure 1 - IECEx Scheme Operations Overview

Testing and certification according to IECEx are performed on the basis of the scheme specified in the IECEx OD 009 document. In the scheme the numbers mean the relevant clauses of the OD 009 document.

**Application / Contract**

1. The applicant (the manufacturer or his authorised representative) presents an application, the form of which is specified, to the Certification Body for testing and certification. The application form is covered by Annex 1. See additionally IECEx 02 9.1.
2. To the application the applicant encloses the complete documentation of the product, which describes in detail the IECEx standards the requirements of which are complied with by the product and in what mode. The product and all of its variations shall be clearly identifiable and the manufacturer shall take the responsibility for the compliance with the standards and other requirements. See additionally IECEx 02 9.2.
3. The applicant shall make available the prepared samples of the number as required for the tests. The testing/certification body will not take the responsibility for defects, damages occurred on the samples during the tests. See additionally IECEx 02 9.3.
4. The Certification Body, involving the Testing Laboratory, examines the documentation and the samples and informs the applicant about his modification proposals, if any. See additionally IECEx 02 9.4.
5. The Certification Body concludes a contract with the applicant for the testing and certification activity concerning the product. The contract covers:
  - that the application for testing and certification is within the scope of activity of the testing/certification body
  - whether the applicant is in possession of an approved quality assurance system
  - the period and the costs of the complete project
  - special requirements if any (e.g. travelling costs in connection with the site audit)
  - mode and term of payment. See additionally OD 009 2.

## **Documentation / Test sample**

1. The following documents shall be presented in two copies as test documents – duly signed, dated and stamped:  
Description and drawing(s) of the apparatus emphasising the parameters essential for explosion safety e.g. sizes, tolerances, materials, voltages, currents, creepage distances and clearances, gap lengths and widths. Furthermore the mode of considering the requirements of the relevant standards shall be indicated.
2. The test documentation shall specify the standards on the basis of which the apparatus, the safety or protective system was manufactured, the type of protection and temperature class considered for designing.
3. In order to shorten the test period care should be taken to ensure that the presented documentation is clear and brief but rich in informative contents. The copies of prospectuses and catalogues cannot be assessed as materials of binding character.
4. The language of the test documentation (description and drawings) is Hungarian resp. English language. The dimensions and units shall be specified in the International Unit System (SI).
5. If certain parts of the apparatus (e.g. terminal blocks, bushings) were made by other manufacturer and test certificates are available to confirm this, the copy of these certificates shall be presented. The reports on electrical and temperature measurements, the copy of test certificates issued by other test stations and similar documents shall also be presented. See additionally OD 009 Annex A.
6. In certain cases more production samples shall be presented for sample test. However, these test samples shall be presented only on request and following the elucidation of the technical questions. The test samples shall be prepared (e.g. test bores, non-encapsulated samples etc.) as required by the test requirements. The manufacturer or his authorised representative shall provide for the delivery and returning of the product (as agreed).

## **Testing-certification procedures**

1. The Testing Laboratory performs the laboratory tests on the samples of the products according to the standards. The results will be fixed in a test report (ExTR), which is to be handed over by the Testing Laboratory to the Certification Body. See additionally OD 009 6-8.
2. The Certification Body checks the test report and returns it to the Testing Laboratory if required. See additionally OD 009 8-10.
3. The Certification Body checks the manufacturer's quality assurance system. The requirements for the manufacturer is contained by the OD 005 document. Checking covers the examination of the manufacturer's relevant documentation as well as the local audit and the audit performed on the site of the manufacturer.
4. A report is prepared on the audit (QAR). See additionally IECEx 02 9.5.

5. The Certification Body issues the certificate on the basis of the test report and the audit report. See additionally IECEx 02 9.6.
6. The Certification Body regularly checks the manufacturer's quality assurance system. The frequency of checking depends on the manufacturer's quality assurance system, the users' complaints, if any. See additionally IECEx 02 9.7.

#### **Certificate / Invoice**

1. If the documents and the test sample presented by the manufacturer or his authorised representative meet the relevant provisions, the Certification Body issues the IECEx certificate of conformity.
2. The manufacturer or his authorised representative obtains the original copy of the certificate together with its annexes and a copy of the test documentation indicated by the Certification Body.
3. The Certification Body forwards an invoice to the manufacturer or his authorised representative covering the incurred costs. The fees for the tests and the issue of the test certificate depend on the type and extent of the works required for the completion of the testing procedure and shall be calculated in the prevailing form according to the relevant cost compensation.
4. The fees for the test and certification or a proportional part of them will be invoiced even in case of the implied interruption of a test procedure on the part of the Client or the express withdrawal of the order or if the certificate is not issued on the basis of the test result.

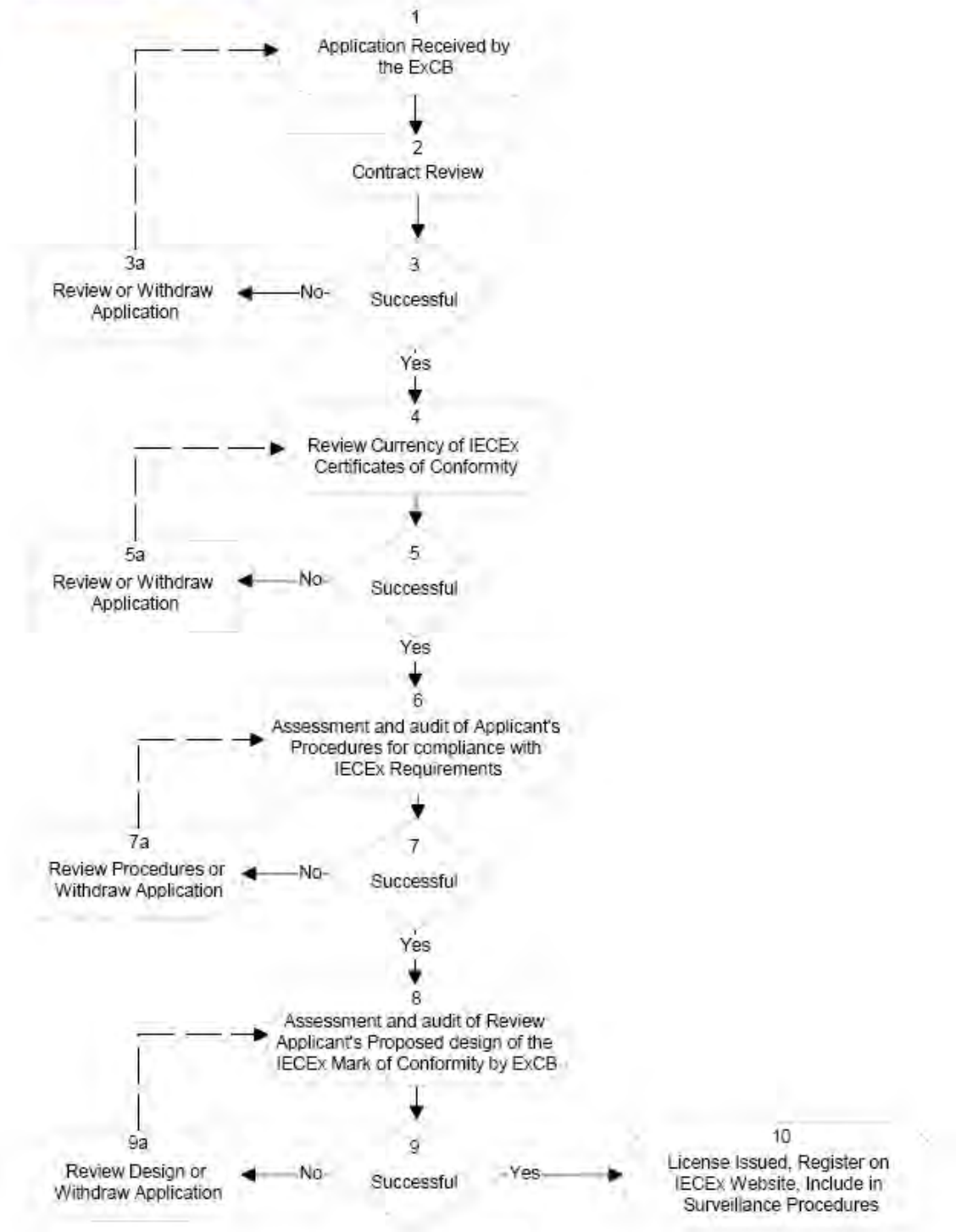
### **Complaint / Appeal / Modification**

1. In case the manufacturer or his authorised representative is of the opinion that the certification body acted not according to the provisions, he may lodge a complaint with the director of ExVÁ Ltd., resp. directly with the Board of Appeal of IECEX.
2. If the manufacturer or his authorised representative does not agree with the decision made by the certification body, he may lodge an appeal with the Governing Board or in the frame of civil jurisdiction.
3. Any modification made by the manufacturer or his authorised representative on the certified apparatus involves the performance of a new procedure.  
Detailed requirements see in IECEX 02 9.8.

### **Certificate / Marks / Trade-mark**

1. The manufacturer or his authorised representative shall affix the trade-mark of the Certification Body and the number of the Certificate on the data-plate of the apparatus provided with a Certificate.
2. If the manufacturer or his authorised representative manufactures resp. puts on the market the certified apparatus not in accordance with the documentation, the Certification Body shall cancel the Certificate.  
Detailed requirements see in IECEX 02 9.12. and 9.13.

## IECEX Conformity Mark License



### 1. Application from the supplier (manufacturer)

ExVÁ Ltd. receives an application for an IECEx Conformity Mark from a supplier, who is the holder of an IECEx Certificate of Conformity, issued by ExVÁ Ltd..

The application form, created by ExVÁ Ltd., is available on the web site of it, [www.bki.hu](http://www.bki.hu).

The application of the supplier should consist of:

- a) Copies of the supplier's internal procedures for use, display and control of the IECEEx Conformity Mark;
- b) A controlled document detailing the design of the IECEEx Conformity Mark, proposed by the supplier (usually in the form of a Manufacturer's Drawing);
- c) The signed License agreement between ExVÁ Ltd. and the supplier which shall include reference to the supplier's agreement with the Terms and Conditions with OD 023 IECEEx document, as a minimum ( the License agreement form, created by ExVÁ Ltd., is available on the web site of it, [www.bki.hu](http://www.bki.hu) ); and
- e) Payment of any application fee as determined by ExVÁ Ltd..

## **2. Contract Review**

ExVÁ Ltd. conducts contract review to evaluate the application to ensure the following is met:

- a) The application information is complete;
- b) The application for an IECEEx Conformity License identifies Ex products covered by IECEEx Certificates of Conformity, issued by ExVÁ Ltd. receiving the Conformity Mark License application.

Where the requirements have not been met ExVÁ Ltd. informs the supplier who may then arrange for review of their application.

In this case the following actions are possible:

- a) Submission of additional information by the supplier to ExVÁ Ltd.;
- b) Withdrawal of the application by the supplier;
- c) Termination of the application by ExVÁ Ltd., where the application does not meet IECEEx requirements.

ExVÁ Ltd. reviews the application and requested scope of coverage by the supplier to ensure that products listed only relate to those products covered by:

- a) A current IECEEx Certificate of Conformity;
- b) Only IECEEx Certificates of Conformity which ExVÁ Ltd. has issued.

## **3. Assessment and audit of the supplier's procedures**

ExVÁ Ltd. arranges for an assessment and audit of the supplier's procedures for compliance with the OD 23 and OD 22 IECEEx documents. This assessment includes but not limited to the following:

- a) Ensuring the procedures require that the IECEEx Conformity Mark is only associated

- with products covered by IECEx Certificates of Conformity, listed in the application;
- b) A review of promotional material where the IECEx Conformity Mark is likely to be used;
- c) A clear identification of the senior position with responsibility and authority to control use of the Mark with the supplier's organisation;
- d) Ensuring the requirements of OD 23 and OD 022 IECEx documents are met.

This assessment may be conducted either at the supplier's premises or ExVÁ Ltd.'s offices and may also be included as an extension to the normal IECEx CoC surveillance visit by ExVÁ Ltd..

Where the result of the assessment/audit is negative the supplier may submit additional or revised information and procedures to ExVÁ Ltd. for additional reviews.

#### **4. Supplier's design**

Upon successful completion of the assessment, ExVÁ Ltd. reviews the proposed design by the supplier. This proposed design shall have been submitted by the supplier in the form of a controlled document, usually in the form of a drawing.

Where the assessment according to the design is successful ExVÁ Ltd. stamps of its acceptance on the supplier's controlled document, create a copy for ExVÁ Ltd.'s records and then forward the document back to the supplier.

Where the result according to the design is unsuccessful the supplier may re-submit a revised document showing a modified Mark design for further review by ExVÁ Ltd.

#### **5. Issuing the IECEx Conformity Mark License**

If all steps successfully completed and subject to payment of fees by the supplier, ExVÁ Ltd. :

- a) Issues the IECEx Conformity Mark License;
- b) Registers the License Certificate on the IECEx Website;
- c) Updates ExVÁ Ltd.'s surveillance procedures and audit plans, for the supplier, to include ongoing assessment and review of the supplier's ability to comply with the IECEx Conformity Mark Regulations, OD 23 and OD 22 IECEx documents.

#### **6. Appeal, cancelling the IECEx Conformity Mark License from the the supplier**

The appealing procedure of using the IECEx Conformity Mark License by supplier is the same as the appealing procedure of the IECEx CoC.

The cancelling procedure of using the IECEx Conformity Mark License by supplier is in the Quality Manual of Certification Body of ExVÁ Ltd..



### **Testing/certification and Conformity Mark License fees**


1. ExVÁ Ltd. performs the testing-certification and IECEx Conformity Mark License issuing activity against a fee. It's depending on the contract between the applicant and the ExVÁ Ltd.
2. Bank keeping the account of ExVÁ Ltd.:  
Budapest Bank Rt.  
account number: 10102103-04648404-00000006

### **Guide / Other publications**

1. The guide issued by ExVÁ Ltd. is available for anybody.
2. Other publications issued by ExVÁ Ltd. (e.g. the list of certified products, manual, etc.) are also available against a fee.

### **Annexes**

- Application of testing-certification
- Declaration of impartiality and confidentiality
- Application of obtaining an IECEx Conformity Mark License issued by ExVÁ Ltd.
- Agreement between ExVÁ Ltd. and the supplier concerning operation as a supplier to obtain iecex conformity mark licenses

Certification Body of  H-1037 Budapest, Mikoviny u. 2-4.	<b>QUALITY MANUAL</b> (ISO/IEC Guide 65: 1996)	rev 0	Page 1/3
	Annex M37.		04.02. 2008.

## Procedure to issue License for use of the IECEx Conformity Mark.

### 1. Application from the supplier (manufacturer)

ExVÁ Kft. receives an application for an IECEx Conformity Mark from a supplier, who is the holder of an IECEx Certificate of Conformity, issued by ExVÁ Kft..

The application form, created by ExVÁ Kft., is available on the web site of it, [www.bki.hu](http://www.bki.hu) and see M38.

The application of the supplier should consist of:

- Copies of the supplier's internal procedures for use, display and control of the IECEx Conformity Mark;
- A controlled document detailing the design of the IECEx Conformity Mark, proposed by the supplier (usually in the form of a Manufacturer's Drawing);
- The signed License agreement between ExVÁ Kft. and the supplier which shall include reference to the supplier's agreement with the Terms and Conditions with OD 023 IECEx document, as a minimum ( the License agreement form, created by ExVÁ Kft., is available on the web site of it, [www.bki.hu](http://www.bki.hu) and see M39 ); and
- Payment of any application fee as determined by ExVÁ Kft.. See Annex M30.

### 2. Contract Review

ExVÁ Kft. conducts contract review to evaluate the application to ensure the following is met:

- The application information is complete;
- The application for an IECEx Conformity License identifies Ex products covered by IECEx Certificates of Conformity, issued by ExVÁ Kft. receiving the Conformity Mark License application.


Where the requirements have not been met ExVÁ Kft. informs the supplier who may then arrange for review of their application.

In this case the following actions are possible:

- Submission of additional information by the supplier to ExVÁ Kft.;
- Withdrawal of the application by the supplier;
- Termination of the application by ExVÁ Kft., where the application does not meet IECEx requirements.

ExVÁ Kft. reviews the application and requested scope of coverage by the supplier to ensure that products listed only relate to those products covered by:

Certification Body of ExVÁ Kft.	Head of the Certification Body	Quality Management Representative:
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Certification Body of  H-1037 Budapest, Mikoviny u. 2-4.	<b>QUALITY MANUAL</b> (ISO/IEC Guide 65: 1996)	rev 0	Page 2/3
	Annex M37.		04.02. 2008.

- a) A current IECEx Certificate of Conformity;
- b) Only IECEx Certificates of Conformity which ExVÁ Kft. has issued.

### 3. Assessment and audit of the supplier's procedures

ExVÁ Kft. arranges for an assessment and audit of the supplier's procedures for compliance with the OD 23 and OD 22 IECEx documents. This assessment includes but not limited to the following:

- a) Ensuring the procedures require that the IECEx Conformity Mark is only associated with products covered by IECEx Certificates of Conformity, listed in the application;
- b) A review of promotional material where the IECEx Conformity Mark is likely to be used;
- c) A clear identification of the senior position with responsibility and authority to control use of the Mark with the supplier's organisation;
- d) Ensuring the requirements of OD 23 and OD 022 IECEx documents are met.

This assessment may be conducted either at the supplier's premises or ExVÁ Kft.'s offices and may also be included as an extension to the normal IECEx CoC surveillance visit by ExVÁ Kft.. See M36.

Where the result of the assessment/audit is negative the supplier may submit additional or revised information and procedures to ExVÁ Kft. for additional reviews.

### 4. Supplier's design

Upon successful completion of the assessment, ExVÁ Kft. reviews the proposed design by the supplier. This proposed design shall have been submitted by the supplier in the form of a controlled document, usually in the form of a drawing.

Where the assessment according to the design is successful ExVÁ Kft. stamps of its acceptance on the supplier's controlled document, create a copy for ExVÁ Kft.'s records and then forward the document back to the supplier.


Where the result according to the design is unsuccessful the supplier may re-submit a revised document showing a modified Mark design for further review by ExVÁ Kft.

### 5. Issuing the IECEx Conformity Mark License

If all steps successfully completed and subject to payment of fees by the supplier, ExVÁ Kft. :

- a) Issues the IECEx Conformity Mark License;
- b) Registers the License Certificate on the IECEx Website;

Certification Body of ExVÁ Kft.	Head of the Certification Body	Quality Management Representative:
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Certification Body of  H-1037 Budapest, Mikoviny u. 2-4.	<b>QUALITY MANUAL</b> (ISO/IEC Guide 65: 1996)	rev 0	Page 3/3
	Annex M37.		04.02. 2008.

c) Updates ExVÁ Kft.'s surveillance procedures and audit plans, for the supplier, to include ongoing assessment and review of the supplier's ability to comply with the IECEx Conformity Mark Regulations, OD 23 and OD 22 IECEx documents.

#### **6. Appeal, cancelling the IECEx Conformity Mark License from the the supplier**

The appealing procedure of using the IECEx Conformity Mark License by supplier is the same as the appealing procedure of the IECEx CoC. See M15.

The cancelling procedure of using the IECEx Conformity Mark License by supplier is in the Annex M16.

Certification Body of H-1037 Budapest, Mikoviny u. 2-4.		<b>QUALITY MANUAL</b> (ISO/IEC Guide 65: 1996)	rev 0	Page 1/5
		Annex M38.		04.02. 2008.

# **LICENSE AGREEMENT BETWEEN** **ExVÁ Testing Station for Explosion-proof Equipment Ltd.**

**AND**

.....

## **CONCERNING** **OPERATION AS A SUPPLIER TO** **OBTAIN IECEX CONFORMITY MARK LICENSES**

**For the next product(s):**

Type:	No. of the IECEX Certificate of Conformity:

## **AGREEMENT**

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


**The ExVÁ Testing Station for Explosion-proof Equipment Ltd.**, with offices at 2-4 Mikoviny str., 1037 Budapest, Hungary (herein after referred to as '**BKI**')

And

.....[Name of the Supplier], with offices at .....[address]  
(herein after referred to as '**the Supplier**').

The BKI and the Supplier are hereinafter sometimes referred to as 'The Parties' or separately referred to as 'a Party'.

Certification Body of ExVÁ Kft.	Head of the Certification Body	Quality Management Representative:
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Certification Body of  H-1037 Budapest, Mikoviny u. 2-4.	<b>QUALITY MANUAL</b> (ISO/IEC Guide 65: 1996)	rev 0	Page 2/5
	Annex M38.		04.02. 2008.

Whereas:

a. **The BKI** an accepted IECEx Certification Body (ExCB) in accordance with IECEx 02 and has applied to be recognised as an IECEx Conformity Mark License issuing Body to be authorised to license the use of the IECEx Conformity Mark in accordance with the IECEx Conformity Mark Regulations, IECEx 04 and Rules and Procedures detailed in IECEx Operational Document OD 022, as amended.

b. **The Supplier** is first the Applicant and after a successful assessment/audit becomes a Holder or Licensee.

### **Terms and Definitions**

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

**Holder** means a person or legal entity identified on the IECEx Conformity Mark Licence, 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.

**Licence** means a document issued by BKI authorizing a Licensee to use the IECEx Conformity Mark. The Licence lists the IECEx Certificate(s) of Conformity Reference Numbers covering Ex Product(s) in relation to which the IECEx Conformity Mark may be used .

**Licensee** means an Applicant to whom an IECEx Conformity Mark Licence is issued under these terms and Conditions. For the purposes 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 Licence.

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

**It is hereby agreed as follows:**


### **1. Authorisation**

**BKI** 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 **BKI** and meet all the requirements of **the IECEx Conformity Mark Regulations (IECEx 04), the Rules and Procedures (OD 022) and the IECEx Conformity Mark Terms and Conditions (OD 023)**, subject to the conditions and limitations set out hereafter. In authorising BKI to issue IECEx Conformity Mark Licenses, this agreement does not give any other contractual rights to BKI outside that as provided by the IECEx Conformity Mark License Regulations (IECEx 04).

The **SUPPLIER** 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 **BKI** and meet all the requirements of **the IECEx Conformity Mark Regulations (IECEx 04), the Rules and Procedures (OD 022) and the IECEx Conformity Mark Terms and Conditions (OD 023)**, subject to the conditions and limitations set out hereafter. In authorising the Supplier to use the IECEx Conformity Mark, this agreement does not give

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any other contractual rights to the Supplier 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 organization, whose Head Office is located at 3, rue de Varembé, 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 Licence.
- 3) The IECEx Conformity Mark can only be used by a holder of an IECEx Conformity Mark Licence issued by BKI.
- 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 Licence. 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 Licence.
- 5) The format of the IECEx Conformity Mark shall be as shown in IECEx 04 and will verify and approve, in writing, by BKI issuing the IECEx Conformity Mark Licence, including any proposed changes.
- 6) The Licensee acknowledges that IEC is the owner of the IECEx Conformity Mark, and 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 Licence.
- 7) The Licensee acknowledges that it may only use the IECEx Conformity Mark under Licence from BKI. The Licensee agrees to be bound by requirements.
- 8) Once approved by BKI issuing the IECEx Conformity Mark Licence, the Licensee shall not use, alter or modify the IECEx Conformity Mark in any way without the approval of BKI issuing the IECEx Conformity Mark Licence.
- 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 Licence.
- 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 BKI or IEC is misleading or could bring BKI or IEC into disrepute.
- 11) The Licensee shall on request give to BKI any information as to the use of the IECEx Conformity Mark which BKI may require and will render any assistance reasonably required by BKI issuing the

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Licence, 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 BKI issuing the Licence of any third party activity which amounts or may amount to an infringement of BKI's or the IEC's rights in relation to the IECEx Conformity Mark.

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 BKI of any modification or alteration of the Product as soon as such modification or alteration comes to the Licensee's attention.

14) The Licensee acknowledges that BKI issuing the licence shall have the conduct of all proceedings relating to the IECEx Conformity Mark, and the Licensee will at the request of BKI 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-licence, assign, transfer or otherwise deal with the Licence or any part of it, nor confer any privileges, benefits or rights (if any) arising therefrom otherwise than in accordance with these 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) if it has obtained the prior written approval of BKI;

(b) has paid to BKI the appropriate fee as decided by it;  
and

(c) maintains full control over the third party and facilitates any surveillance assessments of the third party by BKI.

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

16) The Licensee at all times remains responsible for the correct use of the IECEx Conformity Mark by any third party.

17) A Licence may be terminated by BKI or the Licensee at any time in writing, giving reasons for the termination.

18) If a Licence is terminated, use by the former Licensee of:

(a) the IECEx Conformity Mark;

(b) the IECEx Conformity Mark Licence number;


on the Product and anything related to the Product shall immediately cease.

19) A former Licensee shall advise its staff, customers and any Third Party that it is no longer a Licensee The IEC, ExMC or BKI may also publish the termination of a License.

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20) 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 BKI issuing the Licence of any changes to this position.

21) The Licensee agrees to notify BKI issuing the IECEx Conformity Mark Licence, as soon as practicable, of any changes to its organisation that have the potential to prevent the Licensee from fulfilling the obligations under the Licence.

22) The Licensee agrees to an extension of its existing on-going surveillance audits, as required by IECEx 02 to allow BKI issuing the Licence the opportunity to verify the Licensee's compliance with the IECEx Conformity Mark Regulations, Operational Documents, OD 023.

23) The Licensee agrees to maintain a registry of its Ex products carrying the IECEx Conformity Mark and to make this registry available to BKI either during surveillance visits or at any time as requested by BKI.

### 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 Supplier agrees to comply with the termination requirements detailed in the Rules and procedures (OD 022) and Terms and Conditions (OD 023).

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 the **BKI**

For and on behalf of the **Supplier**

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## Application

to obtain IECEx Conformity Mark License for product(s)  
 according to the IECEx rules (IECEx 04, OD 22, OD 23).

Commercial Information	
Company name	
Address	
Tel./Fax E-mail	
Responsible person dealing with the using of the IECEx Conformity Mark License	
Tel./Fax E-mail	

Product(s) Details	
Type of Product(s)	Equipment <input type="checkbox"/> Protective System <input type="checkbox"/> Component <input type="checkbox"/>
Product(s) Title	
Type Designation	
No. of the IECEx Certificate of Conformity related to the product(s)	


Related documents	
Copies of the applicant's internal procedures for use, display and control of the IECEx Conformity Mark	
A controlled document detailing the design of the IECEx Conformity Mark, proposed by the Supplier	
The signed License agreement by Supplier between ExCB and the Supplier	

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## Authorisation and Declaration

Kijelentem, hogy teljes felhatalmazással rendelkezem a termék gyártójától, fenti kérelem cégszerű aláírására. Tudomásul veszem és elfogadom, a gyártmány vizsgálatára és tanúsítására vonatkozó szabályokat (melyeket kérésre az Ex Vizsgáló Állomás átad). Kijelentem, hogy a kérelemben leírt adatok a valóságnak megfelelnek. / I the undersigned, having been named as the authorised signatory on behalf of the supplier accept the rules and conditions (which can hand over the Ex Testing Station for request) to obtain IECEx Conformity Mark License for the detailed product(s). I declare that to the best of my knowledge the information detailed in this application is correct.

Signature		Date	
Name			
Position			

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	Annex M36.		29.03. 2005.

## Assessment of Manufacturer's Quality System, in accordance with the IECEx Scheme.

### 1. Initiating the audit

The ExCB has to establish an independent and competent audit team.

The ExCB has to contact the auditee:

- to establish communication channels,
- providing information on proposed timing and audit team composition,
- requesting documents, including records, if needed, and
- making arrangements for the audit.

### 2. Document Review

The audit team leader has to review the management system documents, including records, from the auditee, including any previous audit reports.

If the auditee's management system documentation is found to be inadequate, the auditee should be informed and the audit team leader has to consult with the audit client to solve the problems.


### 3. On-site audit plan

The audit team leader should prepare a plan for the on-site audit activities.

The audit plan includes the audit objectives and scope and should include:

- the audit criteria and any reference documents,
- the dates and places where the on-site audit activities are to be conducted,
- the identification of the organisational and functional units and processes to be audited,
- the expected time and duration for audit on-site activities, including meetings with the auditee's management and audit team meetings,
- the identification of the sites, activities, and management system processes that are essential to meeting audit objectives in order to allocate appropriate resources to critical areas of the audit,
- the identification of the auditee's key representative participating in the audit,
- the working and reporting language(s) of the audit where this is different from the native language of the auditor(s) and/or the auditee,
- the identification of roles and responsibilities of the audit team members and any accompanying persons,
- the audit report topics (including any methods of nonconformity gradings), format and structure, expected date of issue and distribution,
- logistic arrangements (travel, on-site facilities etc.),
- matters related to confidentiality,

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- any arrangements for audit follow-up actions.

A copy of the audit plan should be send to the auditee to consult about that.

#### 4. On-site audit

The ExCB shall carry out the site audit in accordance with Annex A of ExMC/161/CD.

The main activities of the on-site audit are:

- opening meeting,
- collecting and verifying information,
- summary of the audit,
- closing meeting.

#### 5. Reporting on the audit

The audit team leader is responsible for the preparation and contents of the audit report. (See Appendix A of ExMC/161/CD).

#### 6. Audit completion

When all activities in the audit plan have been finalised, the approved audit report has to be distribute to the manufacturer with a copy retained for a period not less than 10 years by the IECEx Certification Body.

#### 7. Audit follow-up

The Quality Assessment Report is valid for a period not exceeding 3 years.


IECEx Certification Bodies has to send a report with the following details to the IECEx Secretary who will maintain an up to date register of QARs issued:

- QAR reference number,
- ExCB conducting the audit,
- audit client,
- manufacturer and audit location,
- ExTRs covered by the audit report,
- details of major non-conformances raised (if any).

The IECEx Certification Bodies informs the IECEx Secretary of any IECEx Certificates that are to be suspended, withdrawn or cancelled.

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## ANNEX G

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### Procedure of appeal

#### 1. Basis of the appeal

The person applying for certification (supplier) can lodge an appeal against the decision made by the Certification Body if it is unacceptable for him for whatever reason.

#### 2. Preparation of the examination of appeal

The Head of the Certification Body sends the appeal - together with his opinion - to the Governing Board attaching each presented document required for the judgement of the matter (correspondence, descriptions, drawings, the test piece(s) as well as partial reports prepared on the measurements and tests, the "Test report" assessing the product, and the Certificate of Conformity if already prepared).

The appellant must be informed about the composition of the committee making the judgement and should it be objected by the appellant, the Governing Board has to modify the same.

#### 3. Appellate procedure

The Governing Board will judge the grounding of the appeal.

In possession of the above information, a person/persons, enjoying the confidence of the Governing Board - not having participated in making the previous decision (in making the appealed decision resp. the preparation of the same or the associated examinations) - will examine the matters of dispute forming the subject of the appeal concerning the meeting of expectations in respect of the standards, documents the safety of life and property in connection with the product.

The committee will prepare a written report about the result of the examination which will be handed over to the Governing Board.

#### 4. Decision

The decision about the judgement of the appeal will be made by the Governing Board, justifying the same in writing and forwarding it to the appellant.


The Governing Board will justify its decisions.

#### 5. Refusal

Refusal by the Management and the Governing Board of the appeal lodged to the Certification Body and the non-agreement of the appellant with the measure taken will not exclude the possibility of his applying directly to the notifying civil Court.

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**ANNEX G**

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**6. Execution**

On basis of the decision made by the Governing Board the Head of the Certification Body will take measures as required for the execution of the decision.

**7. Fee for the examination of the procedure of appeal**

The fee for the examination of the procedure of appeal will be determined on basis of the actual time spent for this purpose, the costs of the laboratory tests and the material expenditures.


- HUF 6.000,- per engineer-hour
- in case of laboratory tests: on basis of the tariff of the given laboratory

Simultaneously with the lodging of the appeal the appellant must deposit HUF 50.000,- at ExVÁ Kft, however the Governing Board can oblige the appellant to pay the foreseen costs. The deposit must be returned for the appellant together with the calculated interest, if the decision of the Governing Board grants the appeal. In case of proportional acceptance the repayment will be proportional too.

8. The Book of Appeals, will be stored at the Archives; the Quality Management Representative will be responsible for its keeping.
9. If the appeal is lodged against the certification decision due to formal mistake or wrong data, etc., the process is conducted by the Director of ExVÁ Kft., in his own sphere of activity, without involving the Governing Board (see Annex M28!).

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## ANNEX H

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### Procedure for the cancellation of the Certificate

#### 1. Basis of the cancellation

##### Certificate of Conformity

The Certificate of a Supplier who failed to meet the obligations undertaken in writing (IEC 60079-0 Manufacturer's declaration, - points 4 and 5 of Annex M13 "Rights and obligations of the Contracting Parties" as well as points 16, 17, 18 of Annex M14 "The rules of the certification procedure of ExVÁ Kft.") and who manufactured, marketed products that differ from those determined in the certificate, must be cancelled.

##### Conformity Mark License

The Supplier doesn't give to the ExVÁ Kft. any information as to the use of the IECEx Conformity Mark which ExVÁ Kft. may require and will render any assistance reasonably required by ExVÁ Kft. issuing the Licence, or the IEC with respect to the protection of the IECEx Conformity Mark or in prosecuting any misuse.

The Supplier uses the IECEx Conformity Mark not only in respect of those Products listed in IECEx Certificates of Conformity covered under the Licence.

Once approved by ExVÁ Kft. issuing the IECEx Conformity Mark Licence, the Supplier uses, alters or modifies the IECEx Conformity Mark without the approval of ExVÁ Kft. issuing the IECEx Conformity Mark Licence.

If any of the IECEx CoCs referred to on the IECEx Conformity Mark License become "suspended" or "Cancelled" the IECEx Conformity Mark License shall be updated by the removal of such IECEx CoC references.

The ExVÁ Kft. refuses to allow the Supplier from permitting a third party from using the IECEx Conformity Mark, where ExVÁ Kft. determines that the conditions of the IECEx Conformity Mark License Scheme may be compromised.

#### 2. Cancellation


##### Certificate of Conformity

In case of non-conformity of the products verified in the way determined under "Inspection procedure of those authorised to perform certification" (Annex M36) - influencing explosion safety and the safety of life and property - the Certification Body of ExVÁ Kft. will cancel the "Certificate of Conformity" issued by it previously, calling upon the manufacturer at fault to cease the usage of the mark, the non-conforming manufacturing and the marketing of the relevant products. Cancellation will be carried out by filling in the sample "Cancellation of the Certificate" (Annex M6) (intaglio stamp, signature, etc.), 1 copy of which is to be filed at the archives, 1 copy is to be forwarded to the Supplier. Having reclaimed the copy of the certificate

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and the stamped documentation, the Head of the Archives sets the stamp to them: NULL AND VOID!

Simultaneously ExVÁ Kft. informs the Supplier about its intention to initiate legal action in case of their improper behaviour.

### Conformity Mark License

A Licence may be terminated by ExVÁ Kft. or the Supplier at any time in writing, giving reasons for the termination.

If a Licence is terminated, use by the Supplier of:

- (a) the IECEx Conformity Mark;
  - (b) the IECEx Conformity Mark Licence number;
- on the Product and anything related to the Product shall immediately cease.

Cancellation will be carried out by stamping the IECEx Conformity Mark License Agreement between ExVÁ Kft. and the Supplier "Cancelled". 1 copy of which is to be filed at the archives, 1 copy is to be forwarded to the Supplier. Having reclaimed the copy of the certificate and the stamped documentation, the Head of the Archives sets the stamp to them: NULL AND VOID!

Simultaneously ExVÁ Kft. informs the Supplier about its intention to initiate legal action in case of their improper behaviour.

ExVÁ Kft. cancels the registering of the License Certificate on the IECEx Website.

### **3. Information**

ExVÁ Kft. will inform the IECEx Secretariat about the fact of the cancellation of the certificate or the Conformity Mark License.

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