



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

Title: Terms and Conditions for use of the IECEx Conformity Mark

IECEX Operational Document

This IECEx Operational Document sets the Terms and Conditions by which holders of an IECEx Conformity Mark Licence (eg manufacturers), issued in accordance with the IECEx Conformity Mark Regulations and Operational Document OD 022, may use the IECEx Conformity Mark.

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

Questions concerning the use of this Operational Document and the requirements contained within may be directed to the IECEx Secretariat, contact details listed below.

This first Version was considered at the 2006 Shanghai meeting of the ExMC and incorporates comments from ExMC submitted subsequent to the ExMC meeting.

While finalised in April 2007, this first version was released in October 2007 following the IEC Council Board decision, at the Paris 2007 IEC GM, to approve introduction of the IECEx Conformity Mark Licensing system.

Document History

Date	Summary
2007 10	Original Issue (Version 1)

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Introduction

This Operational Document (OD) is supplementary to the IECEx Conformity Mark Regulations, IECEx 04 and Operational Document OD 022, *Procedures for obtaining an IECEx Conformity Mark Licence* and defines the Terms and Conditions applicable to holders of an IECEx Conformity Mark Licence, eg manufacturers.

It is a requirement of IECEx 04 and OD 022 that a holder of an IECEx Conformity Mark Licence 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, Regulations

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

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 an IECEx Certification Body (ExCB) 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.

Location of IECEx Rules, Regulations and Supporting Operational Documents



The following IECEx Scheme Rules and Regulations shall be made publicly available 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 03 – IECEx Scheme Rules and Procedures, applicable to issuing an IECEx Certificate of Conformity under the IECEx Certified Service Facilities Program covering repair and overhaul of Ex equipment

IECEX 04 – IECEx Conformity Mark, Regulations

Various Operational Documents are also publicly available from the IECEx website, including this Operational Document.

Inquiries

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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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) Application for an IECEx Conformity Mark Licence 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 Licence.
- 4) These Conditions form the basis for agreement between an IECEx 04 approved ExCB and each Applicant and IECEx Conformity Mark Licensee.
- 5) The IECEx Conformity Mark can only be used by a holder of an IECEx Conformity Mark Licence issued by an IECEx 04 approved IECEx ExCB. The IECEx website contains a listing of ExCBs approved to issue an IECEx Conformity Mark Licence (www.iecex.com)
- 6) 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 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 Licence, including any proposed changes
- 8) 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
- 9) The Licensee acknowledges that it may only use the IECEx Conformity Mark under Licence from an approved ExCB and subject to these Conditions. The Licensee agrees to be bound by requirements.
- 10) Once approved by the ExCB 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 the ExCB issuing the IECEx Conformity Mark Licence
- 11) 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
- 12) 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.



- 13) 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 Licence, or the IEC with respect to the protection of the IECEx Conformity Mark or in prosecuting any misuse.
- 14) The Licensee shall, as soon as it becomes aware, inform the ExCB issuing the Licence 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
- 15) 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 the issuing ExCB of any modification or alteration of the Product as soon as such modification or alteration comes to the Licensee's attention.
- 16) The Licensee acknowledges that the ExCB issuing the licence shall have the conduct of all 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.
- 17) 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.
- 18) 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 the issuing ExCB;
 - (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 and facilitates any surveillance assessments of the third party by the issuing ExCB

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 Licence Scheme may be compromised.
- 19) The Licensee at all times remains responsible for the correct use of the IECEx Conformity Mark by any third party.
- 20) A Licence may be terminated by the issuing ExCB or the Licensee at any time in writing, giving reasons for the termination.
- 21) 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.

The ExCB shall determine the action required concerning products marked prior to termination of the licence



- 22) A former Licensee shall advise its staff, customers and any Third Party that it is no longer a Licensee. The IEC, ExMC or ExCB may also publish the termination of a License.
- 23) 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 Licence of any changes to this position.
- 24) The Licensee agrees to notify the ExCB 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.
- 25) The Licensee agrees to an extension of its existing on-going surveillance audits, as required by IECEx 02 to allow the ExCB issuing the Licence the opportunity to verify the Licensee's compliance with the IECEx Conformity Mark Regulations, Operational Documents, OD 023 and these terms and conditions.
- 26) The Licensee agrees to maintain a registry of its Ex products 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.
- 27) IECEx Conformity Mark Regulations, Operational Documents and Terms and Conditions shall be 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 would normally become effective 15 days from placing on the website.