

Policy on Use of Accreditation Symbol and Reference to Accreditation

VLAC-VR107:2025



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Voluntary EMC Laboratory Accreditation Center, Inc.
(VLAC)

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1. Scope

This rule applies to the use of VLAC accreditation symbol and ILAC-MAR combined mark by laboratories accredited by VLAC and to the mention of accreditation.

2. Accreditation symbol

VLAC accreditation symbol is the symbol shown in Figure 1 that can be used as proof that a testing laboratory is accredited by VLAC.

2.1 As the owner of the Accreditation Symbol, VLAC protect it and control its use in accordance with the provisions of this rule.

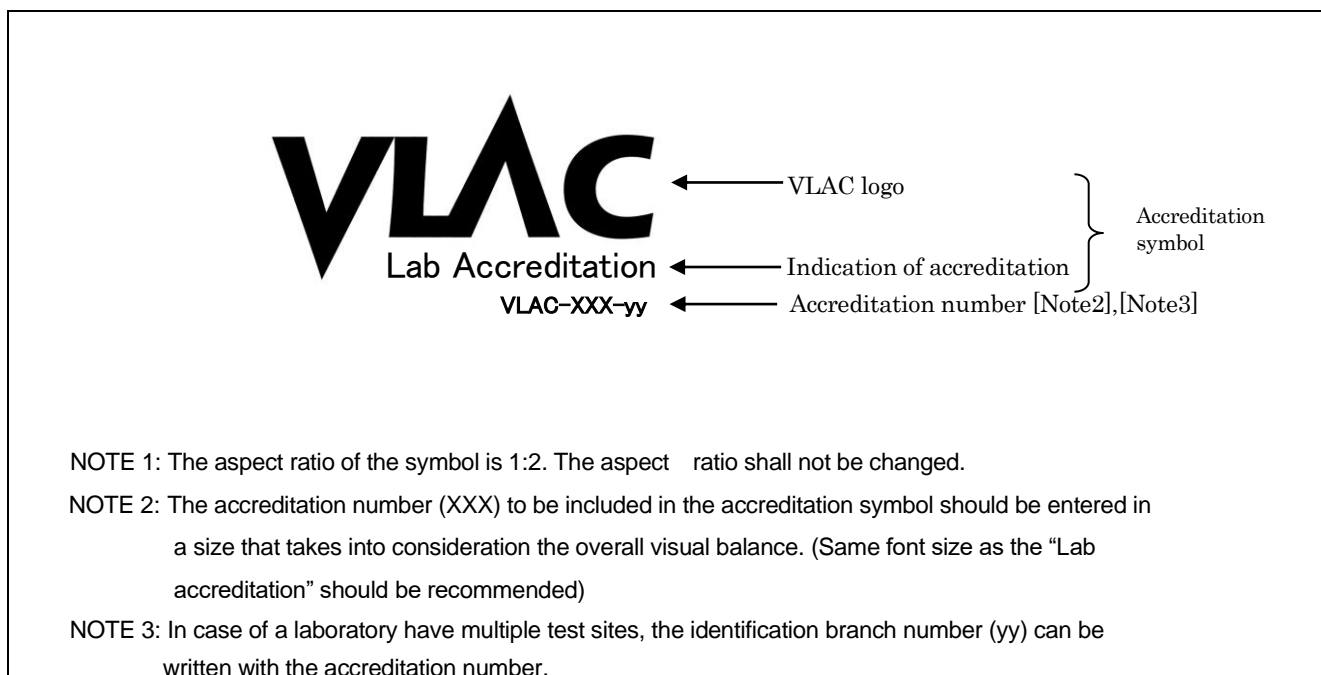


Figure 1 VLAC Accreditation Symbol

2.2 VLAC manage original design of accreditation symbols excluding accreditation numbers.

2.3 VLAC provides the accreditation symbol by electronic image with accreditation numbers to accredited laboratories.

2.4 When a laboratory uses the accreditation symbol, it must use the version of the accreditation symbol provided by VLAC and include the accreditation number granted by VLAC. (See Figure 1 [Note 3])

3. Use of the accreditation symbol

3.1 Laboratories accredited by VLAC may use VLAC accreditation symbol only for the specific activities that fall within the scope of accreditation.

3.2 Laboratories must have a policy for the use and management of the accreditation symbol that meets the requirements of this rule. Furthermore, any use of the accreditation symbol in a manner that is misleading or unauthorized regarding accreditation is prohibited.

3.3 The laboratory shall avoid any misunderstandings such as accreditation guaranteeing test results or products.

3.4 The examples of use of the accreditation symbol are shown on below.

- Documents describe the scope of Laboratories' ^{NOTE1} accreditation
- Test reports issued by the accredited laboratory ^{NOTE2}
- Publications and advertisements ^{NOTE3} of the laboratory (presentation materials, newsletters, brochures etc.)
- Office supplies (promotional gifts, calendars, document folders, notebooks, letterheads, business cards, quotations, invoices, etc.)
- Poster, advertisement, display board at exhibitions etc.
- Website, electronic signature on E-mail.

NOTE1: If the accredited laboratory is part of an organization, no department other than that laboratory can use the accreditation symbol.

NOTE2: Limited to tests within the scope of accreditation (test standards stated on the certificate).

When accreditation symbols are attached to reports that include tests that are both within the scope of accreditation and outside the scope of accreditation, the scope of accreditation and the outside scope of accreditation must be clearly identified.

NOTE3: If an accredited testing laboratory is part of an organization, departments other than that testing laboratory cannot use the accreditation symbol.

4. Handling of accreditation symbols when accreditation is reduced, suspended, or cancelled

- 4.1** Laboratories whose accreditation has been suspended or cancelled must immediately stop the use of the accreditation symbol.
- 4.2** When the scope of accreditation is reduced, the laboratory must immediately stop using the accreditation symbol for the scope for which accreditation has become invalid.
- 4.3** VLAC will actively investigate and monitor the web or brochures to see if laboratories have stopped using accreditation symbols due to suspension or withdrawal of accreditation.

5. Reference to accreditation

5.1 Accredited laboratories shall fully conform to the following requirements for claiming accreditation status, when referring to its accreditation by VLAC in communication media such as the websites, documents, brochures, or advertising.

- (1) Not to make any statement regarding its accreditation that VLAC considers misleading or unauthorized. When referring to its accreditation, identify what specific test categories are covered by the accreditation
- (2) To take due care that no report or certificate nor any part thereof issued by VLAC is used in a manner leaving room for interpretation that VLAC takes responsibility for it. Also not to imply that samples and products tested by accredited laboratory were approved by VLAC.
- (3) Upon suspension or withdrawal of its accreditation, however determined, the accredited laboratory shall discontinue its use of all advertising matter that contains any reference to an accredited status.
- (4) Not to allow the fact of its accreditation to be used to imply that a product, process, system or person is approved by VLAC.

5.2 Accredited laboratories shall ensure that materials bearing reference to accreditation shall not be affixed by their customers to test samples or whole or part of products on which conformity assessment was conducted.

[Note] Test reports within the accreditation scope (listed on the certificate) must comply with ISO/IEC 17025 clause 7.8, whether or not they bear the accreditation symbol.

6. VLAC's measures against violation of this policy

VLAC reserves its right to take suitable action to deal with infringement of this rule which includes request for corrective action, withdrawal of accreditation, publication of the transgression and, if necessary, other legal action.

7. ILAC Laboratory Combined MRA Mark

7.1 Accredited laboratory can use the ILAC Laboratory Combined MRA Mark in test report, test certificate, letterhead, budget sheet and communication media such as the website, brochures or advertising in order to indicate that the accredited laboratory is accredited by a signatory of ILAC-MRA. However, use of it in business cards is prohibited. Figure 2 shows ILAC Laboratory Combined MRA Mark.

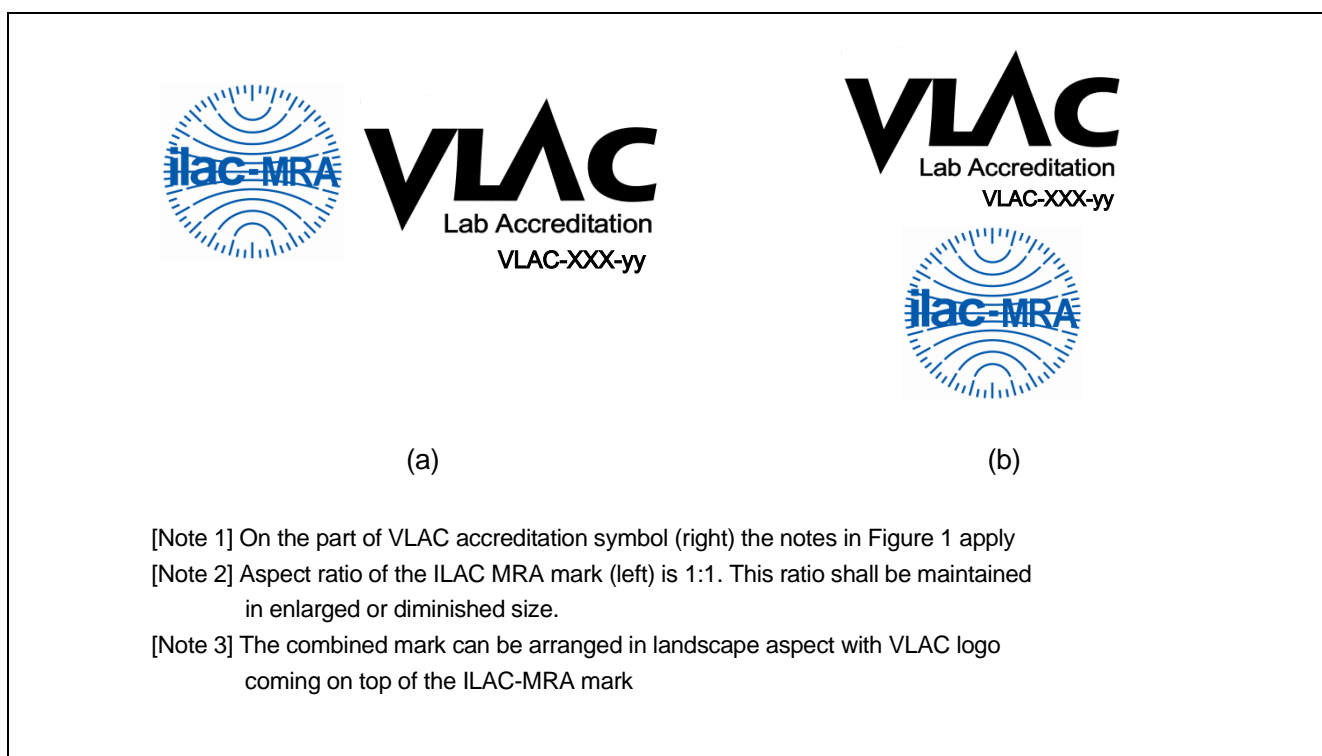


Figure 2 ILAC Laboratory Combined MRA Mark

7.2 The aspect ratios on the ILAC Laboratory Combined MAR Mark in Figure 2 shall be maintained regardless of the size of the mark

7.3 Related rules in items 1 through 5 also apply to the ILAC Laboratory Combined MAR Mark

7.4 Accredited laboratory wishing to use the ILAC Laboratory Combined MRA Mark is required to conclude the sub-license agreement with VLAC on the use of the symbol.

7.5 Although ILAC is not currently seeking sublicensing agreements for the MAR composite mark, VLAC continue to request sublicensing agreements from accredited testing laboratories to ensure the appropriate use of the MAR composite mark.

----- End of Document -----

(Revision History) Includes the past two years.

Main Text : VR100A-2025

General: Wording changes: "Regulations" → "Regulations," "Web" → "Web," etc.

1. Scope: Deleted references to ISO/IEC 17011.

3.1: Reflects the intent of ISO/IEC 17011, section 4.3 f).

3.4: Clarified the conditions under which the accreditation symbol can be displayed.

5.2: Added a note stating that test reports must conform to ISO/IEC 17025, regardless of whether the item is within or outside the scope of accreditation.

Appendix 1: Revised the Japanese translation. Article 1: Disposing of Rights → Negotiating Rights
Delete ILAC MRA Mark license agreement Japanese pages.

Main changes to the main text: VR107-2023

4.3 Added a confirmation survey for discontinuing use of the accreditation symbol.

Appendix 1

ILAC Laboratory Combined MRA Mark
Sub License Agreement

Between the

Name: Voluntary EMC Laboratory Accreditation Center Inc.

Hereinafter called Sub Licensor

And

Name:

Address:

Hereinafter called Sub Licensee

Dated thisday of the month of....., year

Preamble

The sub licensor is entitled in a license agreement with the licensor ILAC to use its MRA Mark as shown below



in combination with its own logo hereinafter called “**Combined MRA Mark**”.

The sub licensee intends a commercial use of the Laboratory Combined MRA Mark according to the example specified under clause 2.

§ 1 Purpose of Agreement

The Purpose of this Agreement is the use of the ILAC-MRA Mark, as shown above, in combination with the logo of the sub licensor by way of a sub license. Instead of the logo the sub licensee may use a Mark, which accredited laboratories are entitled to use.

The sub licensor declares to be entitled to dispose of the ILAC-MRA Mark right without restraint.

§ 2 Extent of the License

The sub licensor grants the sub licensee the use of the sub licensors Combined MRA Mark according to § 1 only in combination with the registration number of the sub licensee's accreditation – hereinafter called “**Laboratory Combined MRA Mark**” – on test reports, calibration certificates, pre-printed letterhead, quotations for work, advertisements, websites and other documents to demonstrate accreditation by a signatory of the ILAC Arrangement.

The Laboratory Combined MRA Mark shall be used according to the example shown below using the same proportions:



The sub licensee is obliged to present its Laboratory Combined MRA Mark to the sub licensor and shall not use it until receipt of written approval from the sub licensor.

§ 3 Due Diligence

The sub licensee guarantees to use the Laboratory Combined MRA Mark in accordance with the requirements set forth in this Agreement, and will not use in any way that would harm the

reputation of the licensor or sub licensor.

The sub licensor is entitled to observe the use of the Laboratory Combined MRA Mark in the country of the sub licensee.

§ 4 Subject of Rights and Duties

If the sub licensee has not exercised due diligence on the use of the Laboratory Combined MRA Mark, the sub licensor can withdraw immediately the right to use the Laboratory Combined MRA Mark. The sub licensor takes no responsibility for any consequences of withdrawal.

Furthermore, the sub licensor may publish on the sub licensor's web site any violation or infringement, by the sub licensee, of the ILAC Laboratory Combined MRA Mark Sub License Agreement.

If the ILAC Laboratory Combined MRA Mark Sub License Agreement is violated or infringed by a third party or person, the contractual partners will immediately inform each other. They will cooperate in any actions taken against such a third party or person. If the sub licensee decides to institute legal proceedings, written approval from the sub licensor must be obtained.

§ 5 Duties to Claims of Third Parties

Any claim against the sub licensee by a third party or person due to the use of the Laboratory Combined MRA Mark, must be reported immediately to the sub licensor. Approval to take legal proceedings must be requested in writing. In addition, this notice provides the opportunity for the sub licensor to take part in any eventual legal action.

All expenses for the legal and extra-judicial actions are the responsibility of the sub licensee.

§ 6 Indemnification

Any damages suffered by the sub licensor due to the sub licensee's misuse of the Laboratory Combined MRA Mark and/or violation or infringement of the ILAC Laboratory Combined MRA Mark Sub License Agreement, the sub licensor can claim monetary indemnification from the sub licensee. The sub licensor will give the sub licensee a written warning of such intended action, to which the sub licensee has three weeks to answer before proceedings will begin against the sub licensee. During this time the sub licensee must take all reasonable steps to restore the situation to compliance with the ILAC Laboratory Combined MRA Mark Sub License Agreement, working in close cooperation with the sub licensor.

§ 7 Termination of Agreement

The Agreement commences on the date of signing and expires with the date of termination of the accreditation of the sub licensee. The Agreement automatically renews on the sub licensee's re accreditation. Termination of accreditation or suspension of longer than six months automatically cancels this ILAC Laboratory Combined MRA Mark Sub License Agreement. During a suspension of less than six months the sub licensee cannot use the Laboratory Combined MRA Mark.

Further, the Agreement can also be terminated due to one of the following:

1. For the sub licensor
 - insolvency
 - liquidation
 - exclusion or suspension from the ILAC MRA
2. For the sub licensee
 - insolvency
 - liquidation
 - expiration of accreditation
 - misuse of the Laboratory Combined MRA Mark

§ 8 Severability Clause

Should some or a part of the clauses of this Agreement become invalid or will become invalid, the validity of the other clauses as well as the Agreement remains in effect.

The contractual partners will cooperate in such a way that others will replace invalid clauses, which are agreeable and appropriate to obtain the intended result, provided there is no infringement of statutory regulations.

§ 9 Final Conditions

With the signature of the contractual partners the Agreement becomes legally binding. This Agreement shall not be amended except by written agreement duly executed by the sub licensor and the sub licensee.

All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be deemed to be duly given on the date of delivery, if delivered in person, or upon confirmation of receipt by fax, e-mail or surface mail, direct to the other party.

The contractual partners agree they will make their best efforts to settle amicably, disputes arising from this Agreement. Failing agreement, it is expressly understood and agreed that this Agreement shall be deemed to have been made in Japan, and shall be governed by the laws of Japan and the parties agree to submit all disputes, differences arising between the parties in connection with this Agreement or any clause or the construction thereof or the rights duties and liabilities of either party to arbitration in accordance with the laws of Japan.

In witness whereof,

This Agreement is executed as two original copies in English.

Dated this.....day of the month of....., year

.....
Signature on behalf of the Sub Licenser

.....
Name of Signatory

.....
Title/Position

.....
Signature on behalf of the Sub Licensee

.....
Name of Signatory

.....
Title/Position