

HOKLAS SC-41
Issue No. 5
Issue Date: 1 August 2023
Implementation Date: 1 August 2023
Page 1 of 7

HOKLAS Supplementary Criteria No. 41

Using the Accredited CAB Combined ILAC MRA Mark

1. Introduction

- 1.1 This document serves to supplement the requirements set out in ILAC-R7:05/2015 'Rules for the Use of the ILAC MRA Mark' in relation to the use of the Accredited CAB Combined ILAC MRA Mark.
- 1.2 HKAS is a signatory of the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement (ILAC MRA) for testing, medical testing, calibration, proficiency testing providers (PTP) and reference material producers (RMP). Accredited conformity assessment bodies (CABs) may use the Accredited CAB Combined ILAC MRA Mark for conformity assessment activities within their scope of accreditation under HOKLAS.
- 1.3 It is voluntary for a HOKLAS accredited CAB to use the Accredited CAB Combined ILAC MRA Mark. Before using the Accredited CAB Combined ILAC MRA Mark, an accredited CAB shall submit an application to HKAS. HKAS will grant approval for using the Accredited CAB Combined ILAC MRA Mark to its accredited CAB which is established in an economy where the ILAC MRA Mark is registered.

2. Application Process

- 2.1 After submitting a duly completed form HOKLAS 024 to HKAS, an accredited CAB is deemed to agree to the Terms and Conditions for using the Accredited CAB Combined ILAC MRA Mark.
- 2.2 After granting approval, HKAS will provide the Accredited CAB Combined ILAC MRA Mark to that accredited CAB for its use.

3. Terms and Conditions for using the Accredited CAB Combined ILAC MRA Mark

- 3.1 The Accredited CAB Combined ILAC MRA Mark consists of the ILAC MRA Mark and the HKAS accreditation symbol. Existing terms and conditions governing the use of the HKAS accreditation symbols shall form part of the

HOKLAS SC-41
Issue No. 5
Issue Date: 1 August 2023
Implementation Date: 1 August 2023
Page 2 of 7

Terms and Conditions, and continue to apply including the following:

- (i) HKAS 002 'Regulations for HKAS Accreditation' and
 - (ii) HKAS SC-01 'Use of HKAS accreditation symbols and claims of accreditation status'.
- 3.2 When using the Accredited CAB Combined ILAC MRA Mark, the accredited CAB shall comply with the latest version of ILAC-R7 which may be downloaded from the ILAC website www.ilac.org. ILAC may amend this document from time to time at its discretion.
- 3.3 The Accredited CAB Combined ILAC MRA Mark shall only be used for conformity assessment activities within the scope of accreditation of the accredited CAB. Under no circumstances whatsoever may the ILAC MRA Mark be used on its own.
- 3.4 The Accredited CAB Combined ILAC MRA Mark may be used on HOKLAS endorsed reports or certificates, and other materials on which the HKAS accreditation symbol can be used in accordance with HKAS SC-01.
- 3.5 The design of the Accredited CAB Combined ILAC MRA Mark shall be in accordance with the samples in the Appendix. The ILAC MRA Mark shall be at least 20 mm high and shall be approximately of the same height as the HKAS accreditation symbol excluding the identification code. The ILAC MRA Mark and the HKAS accreditation symbol shall appear in close proximity to each other.
- 3.6 The Accredited CAB Combined ILAC MRA Mark shall not be modified except enlargement in the same aspect ratio. The Accredited CAB Combined ILAC MRA Mark shall be used in conjunction with the accredited CAB's name and logo. The accredited CAB's logo shall be of approximately the same size of the Accredited CAB Combined ILAC MRA Mark.
- 3.7 The Accredited CAB Combined ILAC MRA Mark shall not be used in such a way that may be considered misleading by HKAS Executive or bring HKAS or its accreditation and/or ILAC into disrepute.
- 3.8 The Accredited CAB Combined ILAC MRA Mark shall not be used on or in conjunction with a product, or in a way that may be interpreted as denoting product conformity.
- 3.9 The Accredited CAB Combined ILAC MRA Mark shall not be used in any way which implies that ILAC or HKAS has approved a product, service or system or accepts responsibilities for activities carried out under the scope of

HOKLAS SC-41
Issue No. 5
Issue Date: 1 August 2023
Implementation Date: 1 August 2023
Page 3 of 7

accreditation.

- 3.10 The accredited CAB shall keep detailed records of how the Accredited CAB Combined ILAC MRA Mark has been used, including dates and the materials on which the Accredited CAB Combined ILAC MRA Mark is displayed. Such records shall be kept for a minimal of four years. Relevant records and samples of each use shall be available to the HKAS assessment team for monitoring the appropriate use of the Accredited CAB Combined ILAC MRA Mark.
- 3.11 In case the accredited CAB fails to use the Accredited CAB Combined ILAC MRA Mark in compliance with the Terms and Conditions, without prejudice to other rights and powers of HKAS, the accredited CAB shall immediately upon the demand of HKAS Executive cease and desist from using the Accredited CAB Combined ILAC MRA Mark in the non-compliant manner.
- 3.12 The accredited CAB shall implement a system to review any intended use of the Accredited CAB Combined ILAC MRA Mark by appointing reviewer(s) to monitor the proper and compliant use of the mark. The Accredited CAB Combined ILAC MRA Mark shall only be used after a reviewer has confirmed conformity of the usage with the Terms and Conditions. Record of review shall be kept.
- 3.13 The person assigned to review the intended use of the Accredited CAB Combined ILAC MRA Mark shall be at managerial level. He/she must be familiar with the Terms and Conditions governing the use of the Accredited CAB Combined ILAC MRA Mark. Record of assessing the competence of the reviewer(s) shall be kept. The accredited CAB shall also inform HKAS Executive of the name(s) and position(s) of the person(s) authorised to carry out the review and notify HKAS Executive immediately of any change to such person(s).
- 3.14 HKAS has the right to request from time to time samples of the Accredited CAB Combined ILAC MRA Mark and its usage whereupon the accredited CAB shall provide the same within three working days after the demand of HKAS to verify compliance with the Terms and Conditions. In addition or as an alternative, HKAS may make announced or unannounced on-site surveillance visits to collect samples.
- 3.15 HKAS and ILAC make no representation or warranties concerning the Accredited CAB Combined ILAC MRA Mark including without limitation the suitability or effectiveness of the Accredited CAB Combined ILAC MRA Mark for any particular application or usage. The accredited CAB shall be

HOKLAS SC-41
Issue No. 5
Issue Date: 1 August 2023
Implementation Date: 1 August 2023
Page 4 of 7

solely responsible and liable for all consequences arising from its use of the Accredited CAB Combined ILAC MRA Mark.

- 3.16 HKAS may withdraw the approval for an accredited CAB to use the Accredited CAB Combined ILAC MRA Mark if the accredited CAB fails to observe or perform any of its obligations under the Terms and Conditions, and (in the case of a breach capable of being remedied) has failed to remedy the breach to the satisfaction of HKAS Executive within 14 days (or such longer period as HKAS Executive may, in its sole discretion, allow) after the issuance by HKAS Executive to the accredited CAB of a notice in writing requiring it to do so.
- 3.17 Upon withdrawal of approval for the use of the Accredited CAB Combined ILAC MRA Mark, the accredited CAB shall immediately stop using the Accredited CAB Combined ILAC MRA Mark. The accredited CAB shall also destroy all remaining undistributed or unused materials containing the Accredited CAB Combined ILAC MRA Mark in its possession and remove any reference to the Accredited CAB Combined ILAC MRA Mark on its website.
- 3.18 Neither the ILAC nor the HKAS will be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damage (including any direct, special, indirect or consequential damage of whatsoever nature) or any cost or expense, suffered or incurred by the accredited CAB or any other person due to the withdrawal of approval for the use of the Accredited CAB Combined ILAC MRA Mark for whatsoever reason.
- 3.19 In the event of inconsistency amongst the Terms and Conditions, the following order of precedence shall be applied in order to resolve any such conflict, contradiction or ambiguity:
- (i) this document,
 - (ii) the application form HOKLAS 024,
 - (iii) ILAC-R7,
 - (iv) HKAS 002,
 - (v) HKAS SC-01.

4. General Provisions

- 4.1 (a) The personal data of any individual from time to time supplied by the accredited CAB to the HKAS will be used for the purposes specified in these Terms and Conditions, and to facilitate HKAS to monitor that the

HOKLAS SC-41
Issue No. 5
Issue Date: 1 August 2023
Implementation Date: 1 August 2023
Page 5 of 7

accredited CAB has complied with these Terms and Conditions.

- (b) The personal data may be handed to other Government departments, public officers, the professional advisers, contractors, consultants of the HKSAR Government for the purposes of exercising the rights and powers of HKAS under these Terms and Conditions.
 - (c) The accredited CAB shall ensure that the relevant individual to whom the personal data belongs has acknowledged and consented that his/her personal data may be disclosed in the aforementioned manner.
 - (d) The individual to whom the personal data belongs has the right of access and correction with respect to personal data provided in Sections 18 and 22, and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap 486). The right of access includes the right to obtain a copy of the personal data provided.
 - (e) Enquiries concerning the personal data collected including, the making of access and correction, shall be addressed to the Personal Data Privacy Officer of the ITC.
- 4.2 The accredited CAB shall, forthwith upon the first written request of HKAS Executive, do all such things and execute all such deeds and documents as HKAS Executive may deem necessary or desirable to implement or to give legal effect to the Terms and Conditions.
- 4.3 No failure or delay by the HKAS to exercise any right, power or remedy available to it under the Terms and Conditions shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right or remedy. A right or a remedy of each party under the Terms and Conditions shall be cumulative and not exclusive of any other rights or remedies provided by the Terms and Conditions or at law.
- 4.4 Without prejudice to the generality of the foregoing, any right of termination of the Terms and Conditions or any other right or power of whatsoever nature conferred upon the HKAS by the Terms and Conditions shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Terms and Conditions or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the HKAS may be entitled in respect of the breach of the Terms and Conditions) and no exercise or failure to exercise such a right of termination shall constitute a waiver by the HKAS of any such other right or

HOKLAS SC-41
Issue No. 5
Issue Date: 1 August 2023
Implementation Date: 1 August 2023
Page 6 of 7

remedy.

- 4.5 If any provision or part of the Terms and Conditions shall be, or be found by any authority or court of competent jurisdiction to be, illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions or parts of such provisions of the Terms and Conditions, all of which shall remain in full force and effect.
- 4.6 The HKAS may, on its own, make such supplement or amendment to the Terms and Conditions.
- 4.7 The Terms and Conditions constitute the whole agreement between HKAS and the accredited CAB concerning the use of the Accredited CAB Combined ILAC MRA Mark.
- 4.8 The Terms and Conditions shall be construed and interpreted in accordance with the laws of Hong Kong. The accredited CAB submits to the exclusive jurisdiction of the courts of Hong Kong in relation to any dispute arising from or in connection with the Terms and Conditions.

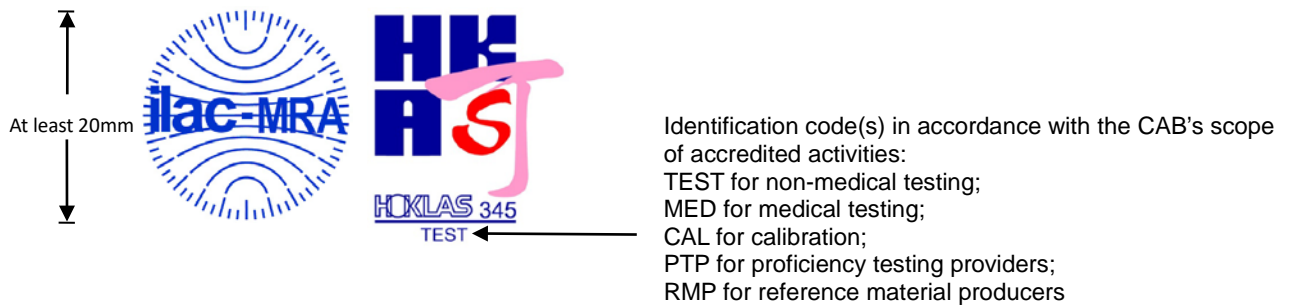
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HOKLAS SC-41
Issue No. 5
Issue Date: 1 August 2023
Implementation Date: 1 August 2023
Page 7 of 7

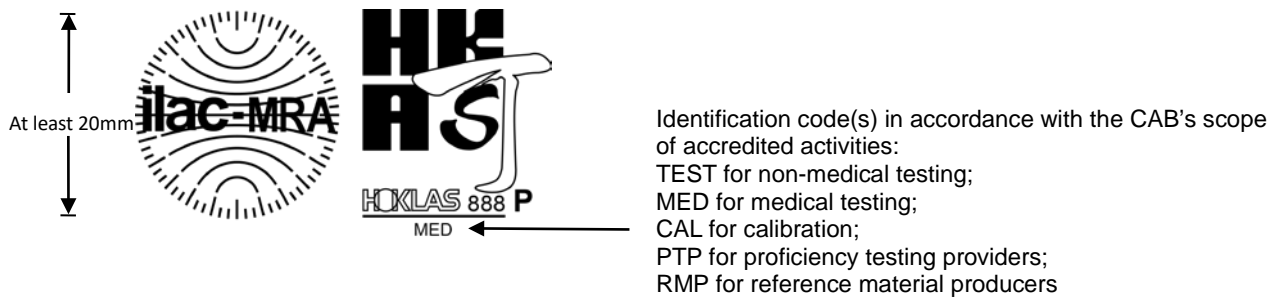
Appendix

Sample Accredited CAB Combined ILAC MRA Mark

The Accredited CAB Combined ILAC MRA Mark may be reproduced in either black and white or in colour as shown below.



Colour version of the Accredited CAB Combined ILAC MRA Mark



Black and white version of the Accredited CAB Combined ILAC MRA Mark