

ILAC-MRA Mark License Agreement

Between the

International Laboratory Accreditation Cooperation

Hereinafter called Licensor or ILAC

And

Name: AAC “Analitica”

Hereinafter called Licensee

Dated this 26th day of the month of February 2010

Preamble

Shown below is the ILAC-MRA Mark.



The licensee intends a not for profit use of the ILAC-MRA Mark.

§ 1 Purpose of Agreement

The Purpose of this Agreement is the use of the ILAC-MRA Mark, as shown above, by way of a license. The licensor declares to be entitled to dispose of the ILAC-MRA Mark right without restraint.

§ 2 Extent of the License

ILAC grants the licensee the use of the ILAC-MRA Mark only in combination with its own Mark – hereinafter called “**Combined MRA Mark**” – for accreditation activities within the scope of the licensee’s recognition under the ILAC Arrangement, such as on accreditation certificates, letterheads, quotations for work, advertisements or business cards.

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



**Accreditation
Body’s
Logo**

Thereby, the licensee is granted the use of the ILAC-MRA Mark in combination with its own logo, called the Combined MRA Mark, to demonstrate signatory status of the ILAC Arrangement.

The licensor entitles the licensee to execute sublicense agreements (see § 5 Sub-License) with its accredited laboratories, which grants them the right to demonstrate accreditation by a signatory of the ILAC Arrangement.

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

§ 3 Due Diligence

The licensee guarantees to use the 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.

The licensee commits to the surveillance of the use of the Combined MRA Mark in its country.

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

§ 4 Subject of Rights and Duties

ILAC has the exclusive unencumbered rights to the ILAC-MRA Mark. The licensor has registered the ILAC-MRA Mark internationally according to the Agreement of Madrid for Trademarks or according to the Madrid Protocol for Trademarks.

The registration fees will be shared by those licensees whose countries are members of the Madrid Agreement or Madrid Protocol.

Where the licensee's country is not a member of the Madrid Agreement or Madrid Protocol, the licensee will register the ILAC-MRA Mark, on behalf of ILAC, in its country at its own expense before signing the license agreement.

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

Furthermore, the licensor may publish on the licensor's web site any violation or infringement, by the licensee, of the ILAC-MRA Mark License Agreement. If the ILAC-MRA Mark 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 licensee decides to institute legal proceedings, written approval from the licensor must be obtained.

§ 5 Sub License

The licensee has the right to sublicense the use of the ILAC MRA Mark to its accredited laboratories. The example for the sublicense agreement is attached to this Agreement.

The sub licensee shall only use the Combined MRA Mark together with the registration number of the accredited organization – hereinafter called “**Laboratory Combined MRA Mark**” – according to the example shown below using the same proportions:



Mark which accredited laboratories are entitled to use

Registration No.

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

The approval may only be denied if the sub licensee is not in good standing with the sub licensor or there is evidence of any misconduct or dispute.

The licensee commits to the surveillance of the use of the Laboratory Combined MRA Mark by its sub licensees in accordance with the requirements set forth in this Agreement, and will not allow use by the sub licensee in any way that would harm the reputation of the licensor.

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

The licensor accepts no responsibility for damages caused by the sub licensee in the misuse of the ILAC-MRA Mark. Appropriate action on misuses is the responsibility of the licensee. If a licensee does not take appropriate action, legal or otherwise, on misuses by a sub licensee, ILAC as the licensor has the right to withdraw immediately from the licensee the right to use the ILAC-MRA Mark in the Combined MRA Mark.

§ 6 Duties to Claims of Third Parties

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

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

§ 7 Indemnification

Any damages suffered by the licensor due to the licensee's direct misuse of the ILAC-MRA Mark or indirectly by one of its sub licensees and/or violation or

infringement of this Agreement, the licensor can claim monetary indemnification from the licensee. The licensor will give the licensee a written warning of such intended action, to which the licensee has three weeks to answer before proceedings will begin against the licensee. During this time the licensee must take all reasonable steps to restore the situation to compliance with the ILAC-MRA Mark License Agreement, working in close cooperation with the licensor.

§ 8 Termination of Agreement

The Agreement commences on the date of signing and has duration of 1 year. The Agreement automatically renews on payment of annual ILAC membership dues, unless signatory status to the ILAC MRA has been revoked.

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

1. For the licensor
 - insolvency
 - liquidation

2. For the licensee
 - insolvency
 - liquidation
 - exclusion from the ILAC MRA
 - misuse of the Combined MRA Mark
 - failing to protect the use of the ILAC Laboratory Combined MRA Mark

§ 9 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 affect.

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.

§ 10 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 licensor and the licensee.

This Agreement and the rights and obligations of the Licensor shall not be assigned, transferred or hypothecated by the Licensee, in whole or in part, directly or indirectly, by operation on law, change of control or ownership or otherwise, without the prior written consent of the Licensor, which consent the Licensor may withhold in its absolute discretion. Any purported assignment without such consent voids this Agreement.

Licensor and Licensee each represents and warrants that it is not a party to or bound by any agreement or understanding, whether oral or written, which conflicts with or purports to prohibit Licensor and Licensee from entering into this Agreement or performing any term or provision of the ILAC-MRA Mark License Agreement.

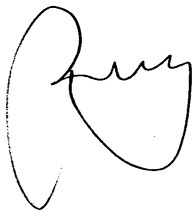
All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be deemed to be duly given on the date of delivery, if delivered in person, or upon confirmation of receipt by fax, e-mail or surface mail, direct to the other party.

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 Utrecht, and shall be governed by the laws of The Netherlands 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 The Netherlands

In witness whereof,

This Agreement is executed as two original copies in English,

Dated this 26th day of the month of February 2010



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Signature on behalf of the Licensor

Daniel Pierre
ILAC Chair



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Signature on behalf of the Licensee

Ivan V. Boldyrev.....

Name of Signatory

Executive Director.....

Title/Position