



# Internal Regulations Part 4

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Certification

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## Foreword

These CEN-CENELEC Internal Regulations Part 4 are divided in three parts to reflect those elements that are common to both associations, and those elements that are specific for CEN and CENELEC:

- 1) a common Part A defining the basic principles of the Keymark system followed by CEN and CENELEC;
- 2) a Part B defining the specific approach followed by CEN, including the internal regulations regarding the CEN Keymark Taskforce;
- 3) a Part C defining the specific approach followed by CENELEC.

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## **Part A: the Keymark in CEN and CENELEC**

### **1 Scope**

Economic partners seeking to demonstrate conformity to European standards may use the CEN-CENELEC European mark of conformity to European standards, hereafter referred to as the Keymark, which was established in the context of the Council Resolution of 18 June 1992.

This voluntary European product certification system is operated by empowered certification bodies and according to the rules of each Keymark scheme.

The Keymark system is made available for certification bodies who wish to offer the Keymark to their clients as a means through which their clients can demonstrate compliance of their products with the relevant European standard(s), and who are prepared to implement the Keymark system.

Their implementation is supported by additional documents approved by the relevant competent bodies.

### **2 Normative References**

ISO 9001, *Quality management systems – Requirements*

ISO/IEC 17000, *Conformity assessment – Vocabulary and general principles*

ISO/IEC 17065, *Conformity assessment - Requirements for bodies certifying products, processes and services*

ISO/IEC 17067, *Fundamentals of product certification and guidelines for product certification schemes*

CEN-CENELEC Guide 24, *Use and protection of the trademarks and domain names of CEN and CENELEC*

CEN-CENELEC Internal Regulations Part 2, *Common rules for standardization work*

Regulation (EU) No 1025/2012 of the European Parliament and of the Council of 25 October 2012 on European standardisation

### **3 Terms and definitions**

For the following terms and definitions, ISO/IEC 17000 and 17065 apply: conformity assessment bodies, certification system, certification scheme, product, client.

In addition, the following terms and definitions apply:

#### **3.1**

##### **CEN-CENELEC**

CEN and CENELEC together or separately, according to context

#### **3.2**

##### **Keymark system**

rules, procedures and management for carrying out certification related to products on the basis of European standards adopted by CEN-CENELEC

### 3.3

#### **Keymark scheme**

set of specific product-related requirements and procedures to support the implementation of the Keymark system for the certification of products which are in conformity with specific European standards and labelled with the Keymark

### 3.4

#### **Keymark Scheme Group**

European working group, bringing together the interested and involved stakeholders, who is responsible for developing and managing a Keymark scheme

### 3.5

#### **Keymark licence**

document by which an empowered certification body grants to a client the right to use the Keymark for its products in accordance with the rules of the relevant Keymark scheme

### 3.6

#### **Certificate of conformity**

document by which the empowered certification body declares that the related product is in conformity with the relevant European standard

### 3.7

#### **Empowerment**

authorization to a certification body to grant Keymark licences

### 3.8

#### **Keymark Management Organization**

organization responsible for the management of the Keymark system in the area of CEN-CENELEC, on the basis of an assignment agreement

### 3.9

#### **EA MLA signatory**

national accreditation body, Member of the European co-operation for Accreditation (EA), who has signed a Multilateral Agreement (MLA)

## **4 The Keymark**

### **4.1 Meaning of the Keymark**

The Keymark is a voluntary European third-party certification mark, demonstrating compliance of products with the requirements of the relevant European standard(s) as defined in Clause 2.5 of the [CEN-CENELEC Internal Regulations Part 2](#).

If a product comes within the scope of more than one European standard referred to by different Keymark schemes, the licence shall cover all the relevant requirements. Necessary co-ordination shall be undertaken to this effect.

### **4.2 Ownership**

The Keymark is the equally shared property of the European Committee for Standardization (CEN) and the European Committee for Electrotechnical Standardization (CENELEC), both with registered office in Avenue Marnix 17, 1000 Brussels, Belgium.

### 4.3 Protection

The Keymark is registered and legally protected as a trademark by CEN-CENELEC. It is registered internationally (WIPO), regionally and nationally in countries where such registration is necessary to assure its protection<sup>1</sup>.

The use of the Keymark is authorized subject to compliance of the client with the Keymark system rules and the relevant specific Keymark scheme rules. Only those clients holding a Keymark licence are authorized to use the Keymark.

### 4.4 Design of the Keymark

A graphic representation of the Keymark logo is shown in [Annex A](#).

The Keymark shall in principle be affixed to the product itself by being engraved, pressed, moulded, printed or by any other method. If affixing to the product itself is not possible or practical, it shall be affixed to the product's package, the labelling, the instructions for use, or accompanying commercial documentation.

The Keymark shall be reproduced in the colours indicated in the Annex. For practical reasons it may also be reproduced in outline form. The Keymark may be reproduced in any size, provided the proportions have been respected and the Keymark remains clearly visible.

The marking includes an identification code of the empowered certification body which has granted the Keymark. The identification code must remain clearly legible.

Other marks used in conjunction with the Keymark shall not create confusion with it, nor shall they reduce its legibility and visibility.

### 4.5 Other marks

The Keymark can be used stand-alone or together with other certification marks.

## 5 Keymark scheme rules and requirements

### 5.1 Basic principles

In principle all existing European standards containing product requirements, which can be evaluated according to standardized test methods, can act as a basis for certification in accordance with a Keymark scheme. To be suitable as reference standard for the Keymark, a European standard has to be accepted as such by CEN-CENELEC.

In principle all existing certification schemes demonstrating compliance of products with European standards, and being in conformity with the rules of the Keymark system, can act as Keymark scheme.

A Keymark scheme has to be developed by a Keymark Scheme Group and has to be approved by CEN-CENELEC.

### 5.2 General requirements

The Keymark scheme rules shall conform to these CEN-CENELEC Internal Regulations. Their sole purpose is to complement the Keymark system by specifying the particular provisions in order to make individual schemes operational, and to ensure the technical harmony of all actions taken for the implementation.

A Keymark scheme shall cover conformity assessment issues corresponding to the third party certification Scheme Type 5, as defined in ISO/IEC 17067 *“Conformity assessment - Fundamentals of product certification and guidelines for product certification schemes”*

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<sup>1</sup> For the policy on the protection of the Keymark as a trademark, see CEN-CENELEC [Guide 24](#) *“Use and protection of the trademarks and domain names of CEN and CENELEC”*



The Keymark scheme shall contain provisions for the limitation of the validity period for the right to use the Keymark, taking into account possible amendments or revisions of the European standard(s) or, in cases where the standards have not been modified during a defined period, to fix the rules for re-evaluation of the products. The period of validity shall be stated in the licence.

Keymark scheme rules shall include at least the following requirements:

- a) The provision that empowered certification bodies shall be located in CEN-CENELEC member countries or countries of CEN-CENELEC Affiliates;
- b) The evidence of conformity of the product(s) with the requirements of the appropriate European standard(s) shall be based on type testing performed by a third-party testing laboratory;
- c) The client shall operate a quality management system covering the production line of the product for which the licence to use the Keymark is granted and which should be based on the quality standards which are at least of the level of ISO 9001;

In granting the licence, the empowered certification body shall take into account the existence of any quality management system certificate issued by a certification body that is accredited by a Member of the European co-operation for Accreditation (EA);

- d) Periodic surveillance by the empowered certification body including testing of samples from the production line or from the market and surveillance of the client's quality management system.

### 5.3 Specific requirements

The rules of a Keymark scheme shall include at least the following subjects:

- Title;
- Definition of scope, including:
  - products covered by the scheme
  - the list of European standards concerned;
- Requirements and assessment procedures for bodies engaged in certification, testing and inspection taking part in the scheme;
- Specifications for the content of the client's application file (e.g. related to the product(s), its/their design, materials and the production process, the client's internal quality management system, including testing facilities, calibration, etc.);
- Requirements for:
  - selection and submission of type test samples for the purpose of granting the licence to use the Keymark;
  - initial assessment of the production site, especially the quality management system;
  - surveillance (e.g. normal frequency of inspection and routine tests and nature of tests performed for surveillance). This section includes the normal period of validity of the licence;
  - the quality management system of the relevant production line under the responsibility of the client;
- Requirements for labelling with the Keymark;

- The indication whether procedures such as "supervised manufacturers' testing" and/or "testing at manufacturers' premises" can be used and the specification of the rules for such procedures;
- The list of conformity assessment bodies for the implementation of the scheme;
- The fees for the right to use the Keymark and the administrative application fees.

#### **5.4 Provisions covering special national conditions or A-deviations**

The rules of a Keymark scheme shall also include provisions on how the related scheme will deal with special national conditions and A-deviations, included in the relevant European standard(s).

If necessary, these provisions shall require the empowered certification bodies when granting the Keymark, to:

- Include in the licence a clear indication of the CEN-CENELEC National Member countries in which the product carrying the Keymark does not comply with the relevant special national conditions and A-deviations;
- Ensure that the client will put on the product or its package, where this is not obvious to the consumers and users, the indication *Not for use in (list of countries)* for products which do not comply with the relevant special national conditions and A-deviations.

### **6 Keymark Scheme Groups**

The Keymark Scheme Group shall undertake the following actions with regard to the management of the Keymark scheme:

- To ensure that all empowered certification bodies taking part in a Keymark scheme:
  - operate in accordance with the Keymark system rules and the rules of the related Keymark scheme;
  - maintain confidentiality, unless otherwise required to do so by law;
  - recognize and accept the validity of Keymark licences granted by other empowered certification bodies. This recognition does not imply legal responsibility.
- To maintain the Keymark scheme rules dealing with all matters of principle for granting Keymark licences and to monitor the maintenance of integrity and technical competence of the participating bodies;
- To keep updated and available the list of European standards referred to in the Keymark schemes.

### **7 The client**

#### **7.1 Application**

A client who wishes to obtain a Keymark licence, submits an application to the empowered certification body of its choice in respect of a Keymark scheme.

Upon request, the empowered certification body will provide appropriate information on the mode of operation of the given Keymark scheme, including details relating to testing, inspection and assessment procedures, and the related costs.

## **7.2 Fees**

By applying for the licence to use the Keymark, the client also agrees to meet the following costs:

- Keymark Licence Fee (if granted): an annual fee for the right to use the Keymark, fixed by CEN-CENELEC and collected by the empowered certification bodies;
- Fees for certification, testing and inspection: these fees are fixed by the empowered certification body or its sub-contractor(s).

## **7.3 Rights and responsibilities of the client**

On receiving the Keymark licence, the client is granted the right to use the Keymark for the products specified on the licence. The client is responsible for the correct use of the Keymark.

The client has the right to use the Keymark and to give information on the Keymark in its sales and advertising documents. In all cases, the client shall take all necessary steps to ensure that no confusion can arise in these publications between certified and non-certified products.

A client wishing to extend the scope of the Keymark licence to additional types and models of the product, shall follow the corresponding Keymark scheme rules.

The client has the contractual obligation to inform the empowered certification body of any modification made to the product or production process which may affect the compliance of the product with the relevant European standard for which the Keymark licence has been granted. The empowered certification body will then decide whether these modifications affect the terms under which the licence was granted.

If the licence is affected, the empowered certification body may require additional testing and/or inspections to be performed. In any case, the client shall not use the Keymark on the products concerned, until authority from the empowered certification body has been obtained.

## **7.4 Appeal procedures**

### **7.4.1 Appeal to an empowered certification body**

The client may lodge an appeal with the empowered certification body to which it addressed an application for the right to use the Keymark. The empowered certification body maintains its own appeal procedure, in accordance with the provisions of ISO/IEC 17065.

### **7.4.2 Appeal to the Keymark Management Organization**

The client may lodge an appeal with the Keymark Management Organization when the appeal to the empowered certification body has been rejected or in case of lack of response by the empowered certification body.

The appeal procedure does not suspend the decision against which it is made. It shall be notified to Keymark Management Organization by registered letter, within one month of the formal notification of the contested decision.

The Keymark Management Organization may be requested by the client and/or the empowered certification body to provide with interpretations of the principles of the Keymark system rules.

### **7.4.3 Mediation by CEN-CENELEC**

In case the client has clear evidence that the appeal procedure to the Keymark Management Organization was not handled in accordance with the established rules, the client may inform CEN or CENELEC.

The request for mediation shall contain all the relevant elements that have led to the appeal process and the evidence of the alleged incorrect handling of the appeal procedure by the Keymark Management Organization.

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The client's request is made by registered letter, within 1 month of the contested acts or decision and shall be addressed, in CEN, to the Convenor of the CEN Keymark Taskforce (see IR Part 4 B) and in CENELEC to the Director General. This request does not suspend the decision taken by the Keymark Management Organization.

CEN or CENELEC shall assess the need for mediation on the basis of the evidence provided by the client and shall provide with their response within two months from the date of the reception of the request.

Should CEN or CENELEC decide to accept the request for mediation, such mediation procedure does not suspend the decision taken by the Keymark Management Organization.

CEN or CENELEC aim at proposing a solution to the parties within two months from the acceptance of the request.

### **8 Languages**

All working documents relating to the Keymark shall be in English.

Keymark licences shall be in English and the language of the country of the empowered certification body and the client.

## Part B: CEN

### 9 Requirements for conformity assessment bodies

A certification body and its internal or external sub-contractors shall satisfy the criteria and requirements established in these Internal Regulations in order to be able to operate a Keymark scheme.

These criteria and conditions by no means prejudice the commercial competition between the conformity assessment bodies.

Only certification bodies can be empowered to grant Keymark licences. All other conformity assessment bodies shall act as sub-contractor of the certification body.

#### 9.1 General requirements

European standards within the scope of an application, shall have been implemented in the country of the certification body.

Each certification body, and where appropriate its internal or external sub-contractors shall:

- participate in meetings relevant to the operation of the Keymark scheme;
- not receive any financial subsidy to support their certification, testing or inspection/assessment activities, in order to avoid unfair competition;
- maintain confidentiality of the information obtained in the course of conformity assessment procedures, unless explicitly agreed upon in writing in advance.

#### 9.2 Requirements for certification bodies

The certification body shall:

- a) Be located in the country of a CEN Member or Affiliate;
- b) Be accredited for the relevant European standard on the basis of ISO/IEC 17065 by a signatory of the EA-MLA;
- c) Be empowered by the Keymark Management Organization and be given a unique identification code;
- d) Have signed a Transfer Agreement with the Keymark Management Organization;
- e) Operate a well-established certification scheme of its own for the product categories for which it applies. A well-established certification scheme denotes a certification scheme that can be presumed to give an added value to its clients;
- f) Have operational experience in certification of products for which it applies;
- g) Cover all clauses in the European standard;
- h) Retain all conditions under which its empowerment has been granted, particularly the accreditation, and shall inform the Keymark Management Organization of any change in those conditions;
- i) In cases where a European standard has been superseded, provide evidence of its renewed accreditation (if relevant) within 1 year after the withdrawal of the superseded standard;
- j) Recognize and accept the validity of Keymark licences issued by other empowered bodies. This recognition does not imply legal responsibility.

### **9.3 Requirements for sub-contractors**

All sub-contractors, whether internal or external, shall be accredited on the basis of the appropriate standard of the ISO/IEC 17000 series, by a signatory to the relevant Multilateral Accreditation Agreement.

### **9.4 Application procedure**

#### **9.4.1 Application**

An application to become an empowered certification body shall be addressed to the Keymark Management Organization.

Proposals for the extension of the number of testing laboratories, inspection/assessment bodies or of the scope thereof shall be handled in the same way.

#### **9.4.2 Application file**

In its application, the certification body shall provide evidence of its accreditation against ISO/IEC 17065 by an EA MLA signatory, and demonstrate its compliance with all CEN Keymark rules.

For its sub-contractors, the certification body shall provide evidence in its application that they are accredited on the basis of the appropriate standard of the ISO/IEC 17000 series.

#### **9.4.3 Acceptance of the application**

The Keymark Management Organization shall inform the applicant within the shortest possible time about any missing information needed to complete the application.

The Keymark Management Organization will decide on the acceptance of the application.

### **9.5 Assessment procedure**

The Keymark Management Organization, in case of reasonable doubt or dispute, is free to decide if an assessment of the certification body or the testing laboratory(ies) and/or inspection/assessment bodies is required. In this case an assessment team will be appointed.

#### **9.5.1 Assessment team**

The assessment team shall be composed of at least two experts from other countries to avoid conflicting interests, representing the following knowledge/experience as appropriate:

- certification and quality assurance;
- application of standards and testing;
- equipment, instruments and their calibration.

It is recommended that the assessment team includes independent technical experts.

The members of the assessment team will be appointed by the Keymark Management Organization. A certification body may object "for cause" (reasons to be stated) to the appointment of the assessors. The Keymark Management Organization will decide whether the reasons stated make change of assessors necessary.

#### **9.5.2 Assessment report**

The findings of the assessment team will be reported to the Keymark Management Organization, which decides whether or not empowerment is granted to the certification body.

The assessment report shall be recorded and retained as confidential information by the Keymark Management Organization.

### **9.6 Information**

An empowered certification body shall take all necessary steps to ensure that no misleading nor harmful information regarding the Keymark is given by itself or its own or sub-contracted

testing laboratories and/or inspection/assessment bodies in communications with the clients, in promotional material and brochures or any other communication media.

In particular it is not allowed for testing laboratories and inspection/assessment bodies to make reference to the Keymark in any communication without the agreement of the empowered certification body for which they are contracted to work.

### **9.7 Maintenance of records**

The empowered certification body is required to retain records for a minimum period of 10 years after expiry of the relevant Keymark licence. These records shall be made available to the Keymark Management Organization where required.

## **10 Certification procedures**

### **10.1 Product-related Factory Production Control (FPC)**

Precondition for the certification is the establishment and the operation of a specific product-related FPC, taking into account the elements of ISO 9001 and the process of the related production line from the raw material to finished product and storage of the product.

The FPC shall form an integral part of the client's quality management system, if any.

### **10.2 Initial inspection and initial type test (ITT)**

The empowered certification body makes the necessary arrangements with the client for the initial inspection at the factory and the ITT.

The initial inspection shall cover the evaluation of the FPC (see above) and normally includes the selection of samples for the ITT. If not specified otherwise in the European standard(s) or Keymark scheme, at least one sample shall be selected.

### **10.3 Surveillance procedures**

The factory inspections shall include verification of the documentation of the related FPC at least once a year, as well as sampling for tests at least every second year, unless otherwise specified in the European standard(s) or Keymark scheme. If necessary, samples can be taken from the market.

With regard to the FPC, particular attention is to be drawn to any changes of product design, materials or methods of production which may affect the conformity as established through the ITT of the product.

For the purpose of surveillance the client agrees to allow the empowered certification body, or bodies acting on its behalf, reasonable access to its premises.

### **10.4 Right to use the Keymark**

#### **10.4.1 Initial grant for the right to use the Keymark**

When the empowered certification body is satisfied that all the requirements for granting a licence for the right to use the Keymark have been met, it shall issue a Keymark licence. It may additionally issue a certificate of conformity. This licence is not transferable, directly or indirectly.

The licence shall include sufficient information to allow the identification and the traceability of the product, the production site, the client and the empowered certification body and will bear the signature(s) of the responsible executive(s) of the empowered certification body. A copy of the licence shall be provided to the Keymark Management Organization.

#### **10.4.2 Extension of the scope of a licence**

A client who wishes to extend the scope of a licence, e.g. for additional types or for identical products coming from another production site, shall apply to the empowered certification body.

The empowered certification body shall decide which additional activities will be required to confirm conformity with the European standard(s). If the assessment is successful, the scope of the licence will be extended.

#### **10.4.3 Validity of the right to use the Keymark**

The period of validity for the right to use the Keymark is in principle limited to 5 years, unless otherwise specified in the specific Keymark scheme.

This period of validity is automatically renewed, unless the conditions are no longer fulfilled.

#### **10.4.4 Suspension of the right to use the Keymark**

The suspension of the right to use the Keymark is a temporary measure intended to protect the integrity of the Keymark.

Empowered certification bodies may suspend the right to use the Keymark in cases such as:

- a) The products are no longer in conformity with the relevant European standard(s);
- b) The requirements of the relevant Keymark scheme are no longer fulfilled by the client;
- c) The clauses of the licence through which the client has been granted the right to use the Keymark are no longer fulfilled by the client;
- d) If corrective actions have not been taken, but only in cases a), b) or c) above where the non-conformity does not require total withdrawal of the right to use the Keymark;
- e) At the request of the client, e.g. if the production of the products concerned is temporarily halted. The conditions for the suspension including the fees to be paid shall be agreed between the client and the empowered certification body.

The suspension will be notified to the client by the empowered certification body, together with the following information:

- 1) Justification for the suspension;
- 2) Period of the suspension;
- 3) Practicalities of implementing the suspension, in particular with respect to products already on the market with the Keymark (e.g. product recall, advising the purchasers, etc.);
- 4) Conditions to be fulfilled by the client for lifting the suspension. This may include a satisfactory check on conformity at the initiative of the empowered certification body at the end of the suspension period.

#### **10.4.5 Withdrawal of the right to use the Keymark**

Withdrawal of the right to use the Keymark may be initiated by the empowered certification body when corrective actions and suspension of the right to use the Keymark had no effect, or immediately in more serious cases.

The empowered certification body shall require the client to remove the Keymark from the affected products in the plant and on the market.

The client has the right to appeal against the decision of the empowered certification body (see [Clause 7.4 in Part A](#)).

Termination of the right to use the Keymark may also be initiated by the client.

In both cases the empowered certification body shall notify the Keymark Management Organization immediately.



#### **10.4.6 Unauthorized use of the Keymark**

The empowered certification bodies shall take all appropriate measures in their contractual relations with their clients to prevent anytime the unauthorized use of the Keymark and bear the related costs. Should the empowered certification body decide to take legal action against unauthorized use of the Keymark by its clients or former clients, it shall inform the Keymark Management Organization accordingly.

In case the Keymark Management Organization identifies a possible unauthorized use of the Keymark, it may request the relevant empowered certification body to take action.

In all other cases, the protection of the Keymark as a trademark is governed by the provisions of [CEN-CENELEC Guide 24](#) "Use and protection of the trademarks and domain names of CEN and CENELEC".

#### **10.5 Complaints**

Complaints about certified products should be raised with the client.

If no satisfactory response is received, the complaint may be raised with the empowered certification body, or the Keymark Management Organization who will inform the empowered certification body.

The empowered certification body shall ensure that complaints are investigated by the client as soon as possible and, where appropriate, advise the complainant of the outcome.

If the investigations of the empowered certification body reveal non-compliance with the requirements of the relevant European standard(s) or the Keymark scheme, the required action arising from the investigation of this complaint is notified by the empowered certification body to the client in a registered letter.

This action can be a corrective action, suspension of the right to use the Keymark, or withdrawal of the right to use the Keymark.

#### **10.6 Modifications of the Keymark System**

The client shall be informed by the empowered certification body of any revision or amendment of the rules, affecting the right to use the Keymark. The empowered certification body shall advise the client about all modifications with which it is necessary to comply.

The client shall respond by registered letter, within a period of 3 months, whether or not he wishes to maintain the right to use the Keymark on the basis of the modified rules, or not. The empowered certification body shall make all necessary arrangements for the implementation of these modified rules which may involve testing and inspection.

The client shall be granted a reasonable period for applying the modified rules. If this period has been exceeded, the right to use the Keymark may be suspended.

If the client does not want to maintain the right to use the Keymark on the basis of the modified rules, the empowered certification body shall inform the client of the date on which the right to use the Keymark will be cancelled.

#### **10.7 Termination of the relation between the empowered certification body and the client**

These relations are deemed to be terminated in the following cases:

- a) All rights to use the Keymark covered by the licence have been cancelled, and all financial and other obligations have been settled by the client;
- b) The client goes into bankruptcy, liquidation, or ceases to manufacture the products covered by the right to use the Keymark.

In the event that the empowered certification body ceases to operate in the field(s) covered by a licence, he shall notify this to the client, by registered mail, and inform the client about other empowered certification bodies that may be able to protect the interest of the client.

Termination of relations will be formally notified by the empowered certification body in a registered letter to the client and to the Keymark Management Organization.

## **11 Management of the Keymark system in CEN**

### **11.1 CEN Keymark Taskforce**

#### **11.1.1 Role and definition**

The CEN Keymark Taskforce (KTF) is established by the Administrative Board Consultative Committee Policy (CEN/CACC POL) to supervise the daily administrative management of the Keymark. All conformity assessment policy matters are discussed by CEN/CACC POL.

#### **11.1.2 Responsibilities**

KTF is responsible to ensure the efficient supervision and follow-up of the daily administrative management of the Keymark and, in particular, for the following tasks:

- a) evaluation of the business plan of the Keymark Management Organization regarding the daily and administrative management and development of the Keymark;
- b) evaluation of the progress reports from the Keymark Management Organization and follow-up on the progress in the market penetration and acceptance of the Keymark;
- c) evaluation of new operational proposals from the Keymark Management Organization and, when relevant, recommendation to CEN/CACC POL for amendments to the scope of the Keymark, such as:
  - changing the annual Keymark Licence Fee;
  - changing the obligations and requirements for the empowered certification bodies.
- d) yearly reporting to CEN/CACC POL on the achievements of the Keymark;
- e) recommendations to CEN/CACC POL to review, renew, terminate or establish a new service contract with the Keymark Management Organization;
- f) to be the "mediation" body for the resolution of Keymark complaints.

#### **11.1.3 Working method**

##### **11.1.3.1 Meetings**

The KTF meetings will be convened by the Convenor at least once per year or at the request of a KTF member.

Meetings are organised by web conference, but physical meetings may also take place if necessary. If needed, the KTF may also take decision by correspondence, including approval of documents.

##### **11.1.3.2 Decisions**

In all cases where a decision is required, KTF will decide by consensus.

##### **11.1.4 Composition**

The KTF is composed of:

- Convenor;

- Representative of those CEN Members with a specific interest in the Keymark;
- Secretariat: CCMC.

The KTF Convenor may invite the Keymark Management Organisation and other experts to take part in KTF meetings to discuss specific topics related to the Keymark.

### **11.1.5 Appointment**

#### **11.1.5.1 Convenor**

The Convenor is appointed by CEN/CACC POL among the representatives of those CEN Members with a specific interest in the Keymark.

CEN/CACC POL, when appointing the KTF Convenor may take into consideration the following criteria:

- a) Experience:
  - working knowledge of CEN;
  - relevant experience on certification matters;
  - good international experience.
- b) Resources:
  - financially supported by the relevant CEN Member.

#### **11.1.5.2 CEN Members**

Any CEN Member having an interest in the Keymark may appoint one representative in the KTF. The representative is expected to have a sound understanding of the Keymark and to contribute actively to the work of the KTF.

### **11.1.6 Term**

#### **11.1.6.1 Convenor**

CEN/CACC POL appoints the KTF Convenor for a term of office of 3 years, renewable.

#### **11.1.6.2 CEN Members**

The CEN Members may appoint KTF members at any time. An updated list of KTF Members will be provided to CEN/CACC POL every two years.

### **11.1.7 Secretariat: CEN-CENELEC Management Centre**

The Secretariat of KTF is held by the CEN-CENELEC Management Centre (CCMC) with, inter alia, the following tasks:

- Follow-up of the decisions of KTF;
- Liaison with the Keymark Management Organization and reporting to KTF;
- Executing relevant measures required to ensure the legal protection of the Keymark;
- Ensuring the registration and protection of the CEN certification marks as a trademark in coordination with the Keymark Management Organization;
- Ensuring that decisions and activities of all involved stakeholders and operators do not conflict with the CEN bylaws.

### **11.1.8 Confidentiality**

The Convenor may request anytime KTF representatives to maintain the confidentiality of identified information that is circulated either during the KTF meeting or by other means.

### **11.1.9 Languages**

The working language of KTF is English.

## 11.2 Keymark Management Organization

The Keymark Management Organization is an organization with an autonomous legal status to whom CEN has subcontracted the daily and administrative management and operations related to the Keymark in the domain of CEN. The activities of the Keymark Management Organization and the related financial aspects shall be detailed in a specific assignment agreement with CEN.

The Keymark Management Organization shall be in charge of the daily and administrative management, the promotion and development and protection of the Keymark system as defined in the service contract. In particular, among others, of:

- a) All matters relating to the certification bodies empowered to grant Keymark licences, such as applications for empowerment, signing transfer agreements, Keymark Licence Fee collected by the empowered certification bodies and transferred to CEN, ensuring their continued integrity and technical competence;
- b) Monitoring and coordinating the Keymark scheme rules and liaise with the Keymark scheme Secretariats, including approval of new and revised Keymark schemes;
- c) Maintaining and developing the Keymark database and website including related statistics;
- d) Marketing and promotion in order to develop the Keymark;
- e) Defending and protecting the Keymark against misuse in accordance with the provisions in these Internal Regulations;
- f) Handling of appeals as defined in these Internal Regulations.

The Keymark Management Organization shall regularly report to KTF.

## **Part C: CENELEC**

### **12 Management of the Keymark system in CENELEC**

#### **12.1 Delegation of responsibilities**

CENELEC may, for any or all of the Keymark schemes falling within its area of competence, delegate part or all of its responsibilities for the management of the Keymark system to one or more Keymark Management Organizations.

#### **12.2 Assignment agreement**

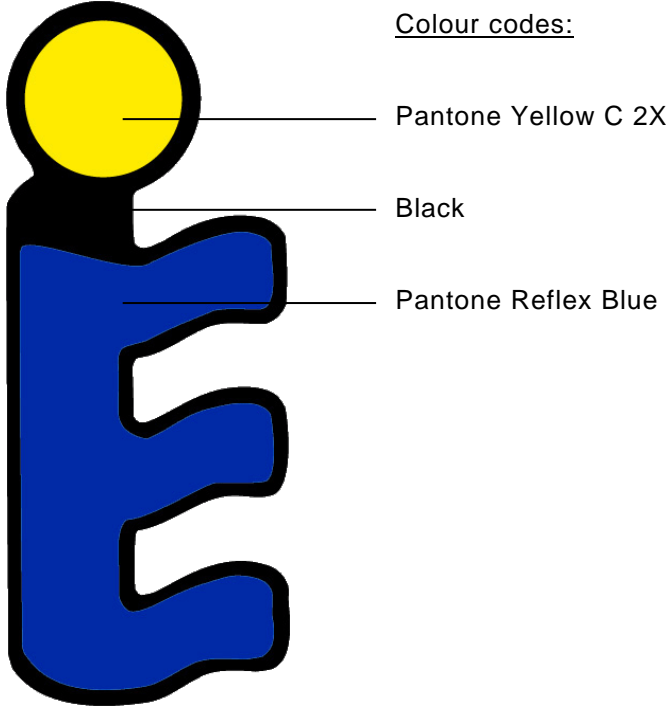
A delegation of responsibilities to a Keymark Management Organization shall be defined in an assignment agreement between CENELEC and the Keymark Management Organization.

The agreement shall contain, among others things, the extent of the delegation, the formal and operational relationship between CENELEC and the Keymark Management Organization, the mutual financial compensations and the necessary provisions discharging CENELEC and its Members of any legal responsibility regarding the use of the Keymark.

**Annex A**

**Design of the Keymark**

Graphic representation of the Keymark logo



**379** — Font code:  
Arial Rounded MT Bold

Identification Code of the empowered certification body

**NOTE:** The drawing of this annex is indicative. For the purpose of the representation of the Keymark, the definitive artwork can be obtained from the CEN-CENELEC Management Centre or from the empowered certification body.

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