



CERTIFICATION SYSTEM PROCEDURES

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Certification Documents

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CERTIFICATION PROCEDURES - Track and Runway Synthetic Surface Testing Specifications

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Introduction

Following the decisions taken by the Council in November 1996 and the amendments to the Rules, compulsory testing and registering of competition implements, equipment, synthetic surface products and athletics facilities eligible for use in World Athletics competitions were introduced.

The system is administered by the Competition and Events Department. World Athletics shall decide on all test and tests procedures, continuously monitor compliance of certified products with the Rules and Regulations.

The Certification System has been developed in response to the need for better quality products in top level competitions and the rapid developments in athletics equipment. It also recognises the growing trend towards international standardisation of product specifications, as well as the need to prevent unauthorised usage of the World Athletics name. World Athletics has a world-wide responsibility to guarantee validity and accuracy of performances and to support any initiative to improve athletics goods. Not only will the Certification System serve and protect athletics manufacturers around the world, but the innovation will also give vital support to World Athletics' mission in helping and protecting athletes at the top levels of the sport worldwide. This will encourage a higher standard of improving technique through using better-quality equipment and implements in international and other competitions.

Incorrect designations have been used to advertise products which may or may not have been submitted for testing by World Athletics. Despite ongoing checks at competitions, many products still appear on the market which do not meet the precise requirements laid down by World Athletics.

A certification programme based upon the goal that all synthetic surface products, facilities, implements and equipment marketed for use in athletics competitions conform to World Athletics specifications was introduced and includes:

- a. the specific definition of testing requirements;
- b. tighter controls on the use of the designation "World Athletics Certified" (or similar designations);
- c. limiting the duration of agreements for the use of such World Athletics designations.

Certificates issued for products affected by changes to World Athletics Rules will only continue to be acceptable until the date when the changes come into effect.

For the purpose of this system, the Rules and Regulations shall be those contained in the current edition of the World Athletics Book of Rules and Track and Field Facilities Manual. These documents are accessible at

<https://www.worldathletics.org/about-iaaf/documents/technical-information> and

<https://www.worldathletics.org/about-iaaf/documents/book-of-rules>

In the case of a dispute, refusal to grant certification or withdrawal or suspension of a current certificate, the applicant may please contact the Competition and Events Department.

Certified Products

The manufacturer or supplier holding a valid Product Certificate may use the below World Athletics Certification Logo and market a Certified Product as “Certified by World Athletics - Certification Number....” The certification number must be quoted. Guidelines on the use of the logo are available from the Competitions Department. **Important note:** applicants must only use this logo and no other logo, emblem or mark belonging to World Athletics. The use of this logo is subject to the licence set out at Appendix to these procedures and the Brand Guidelines.



Certified Facilities

Certified facilities can use the logo below. Guidelines on the use of the logo are available from the Competitions Department. **Important note:** applicants must only use this logo and no other logo, emblem or mark belonging to World Athletics. The use of this logo is subject to the licence set out at Appendix to these procedures and the Brand Guidelines.



Accredited Laboratories

World Athletics Accredited Laboratories for testing in accordance with the Track and Runway Synthetic Surface Testing Specifications (“Accredited Laboratories”) can use the logo below. Guidelines on the use of the logo are available from the Competition and Events Department. **Important note:** applicants must only use this logo and no other logo, emblem or mark belonging World Athletics. The use of this logo is subject to the licence set out at Appendix to these procedures and the Brand Guidelines.



IMPORTANT NOTICE

The purpose of the Certification and Accreditation System is to ensure compliance with World Athletics requirements:

- a. for competition surfaces to guarantee the integrity of the performances in so far as it is related to the track and runway surface. The Product Certificate is not intended as a product endorsement beyond one of suitability and acceptability for competitions under World Athletics Rules and Regulations.
- b. for implements and competition equipment to guarantee the integrity of the performances. The Product Certificate is not intended as an implement endorsement beyond one of suitability and acceptability for competitions under World Athletics Rules and Regulations.

World Athletics accepts no responsibility or liability for any damage or injuries caused or alleged to have been caused in any manner by any synthetic surface product (including but not limited to those resulting from improper installation of the product or issues related to the base on which the product was installed), implement / equipment for which a Product Certificate has been issued. The Product Certificate, Facility Certificate or Laboratory Accreditation are not health and safety tests or other international, regional or national regulatory test.

1. CERTIFICATION OF SYNTHETIC TRACK AND RUNWAY SURFACING PRODUCTS (“SYNTHETIC SURFACE PRODUCTS”)

1.1 SCOPE OF THE SCHEME

- 1.1.1 World Athletics may, on application by any manufacturer or supplier, and, subject to such tests and certification which World Athletics at its discretion require, grant a Product Certificate in the terms described in these procedures and with such conditions or time limitations as considered by World Athletics to be appropriate.
- 1.1.2 All costs associated with the product approval including but not limited to costs of transport of samples, laboratory tests fees, cost of processing of applications together with a fee to be set by World Athletics shall be met by the manufacturer or supplier.
- 1.1.3 Manufacturers or suppliers shall inform World Athletics of any proposed change of formulation or of raw materials which may affect the performance standard of any certified product and shall supply such information as considered necessary to World Athletics or to any Accredited Laboratory nominated by World Athletics for the purpose of ensuring that the product still complies with the Track and Runway Synthetic Surface Testing Specifications. World Athletics shall also be advised of any changes in the product name or catalogue number.

1.2 MANUFACTURERS AND SUPPLIERS STATUS AND USE

- 1.2.1 If a manufacturer [or supplier] merges with, is taken over or bought out by another organisation, the Competition and Events Department must be notified in writing by the manufacturer or supplier that holds the Product Certificate. When notifying, the manufacturer [or supplier] must confirm that the Product Certificate can be transferred to the new owner, when the transfer is to take place, and provide the contact details of that new organisation. If the transfer requires a new certificate to be issued, then the new organisation must apply in accordance with the procedures set out in paragraph 1.3. (The certification number may have a distinctive additional character.)
- 1.2.2 Where a supplier wishes to use in their catalogue and marketing materials a marketed product which is from another manufacturer then the supplier must clearly identify the manufacturer. The supplier can display in their catalogue or marketing materials the Product Certificate issued to that manufacturer.
- 1.2.3 Where a manufacturer or supplier is part of a group of companies or organisations, only the organisation to whom the certificate has been granted can use the Product Certificate. If other companies or organisations in the group wish to have the Product Certificate, they must either apply for a separate certificate individually or the holding or parent company or organisation must apply on their behalf and any other member of the group of companies or organisations. (The certification number may have a distinctive additional character.)

- 1.2.4 Where a manufacturer has a Product Certificate and a third-party supplier wishes to market the product which is subject to the Product Certificate under any other trade name or description, then the supplier must apply for a separate Product Certificate (“Private Label”). The supplier with their application must submit the written consent of the manufacturer referring to their Product Certificate. If approved, the Private Label will have the original certificate number and be valid for the same period of time. (The certification number may have a distinctive additional character.)

1.3 METHOD OF APPLICATION

- 1.3.1 All applications shall be on a World Athletics Application Form and shall give full details of the product including materials specifications for tracks cast on site. Where considered necessary for evaluation of materials the details of suppliers must be supplied. For the purpose of a full technical evaluation, applicants shall provide, at their cost, all additional product and/or information requested by World Athletics or any person or body designated by World Athletics.

Applications must be accompanied by the fees as set out in paragraph 1.7.

- 1.3.2 Before each application, sample pieces of the product (number and size to be determined by the chosen Laboratory), shall be sent by the applicant directly to a World Athletics Accredited Laboratory for Synthetic Surface Testing (“Laboratory”). After testing, a sample piece shall be retained by the Laboratory. In the event of a subsequent dispute over any matter concerning a product alleged to be covered by a Product Certificate, this sample will be the reference sample.
- 1.3.3 In the case of 1.2.1, 1.2.3 and 1.2.4, the applicant must inform the Laboratory about the purpose for the duplication of the product test report.

1.4 APPROVAL PROCEDURE

- 1.4.1 The Laboratory will assess and test a sample (see paragraph 1.3.2) in accordance with the Track and Runway Synthetic Surface Testing Specifications. The Laboratory shall report directly to World Athletics. A World Athletics standard report form (Report of Synthetic Surface Product Test) should be used to ensure that all relevant measurements are made, and data collected. Details on layers properties and suppliers are required and shall be detailed in the Product Test Report. One small reference piece of 10cm x 10cm from the tested sample shall be enclosed with the report sent to World Athletics.

Based on the results of the testing, the Laboratory may provide the manufacturer with recommendations regarding the performance properties and durability of the product. Please note that, as referred to in Chapter 3 of the Track and Field Facilities Manual, any cast elastomer top layer less than 4mm absolute thickness will give a shorter surface life, considering resurfacing options.

1.4.2 The list of Laboratories for Synthetic Surface Testing can be found in a separate document.

The laboratory accreditation criteria are listed in the document Laboratories for Testing Track and Runway Synthetic Surfaces. Both documents are accessible at

<https://www.worldathletics.org/about-iaaf/documents/technical-information>

1.4.3 The thickness listed in the Product Certificate will be the absolute thickness (as determined by the Laboratory) of the sample on which, at laboratory temperature, complying shock absorption and vertical deformation values have been measured during the product test by the Laboratory.

1.4.4 In the event of any product failing to meet the required standards, the applicant will be given the opportunity of further tests. All the costs of the further tests will be met by the applicant.

1.4.5 Any changes or proposed changes in the Track and Runway Synthetic Surface Testing Specifications will be notified to all participating parties and shall only be effective ninety (90) days after the date of issue of such notification by World Athletics.

1.4.6 Each item approved will be allocated a certification number, which should be used in all materials relating to that item and to that item only. (For “Private Label” see 1.2.4.)

1.4.7 World Athletics will send the certificate to the applicant in pdf format by email and hard copies by mail on request only.

1.5 QUALITY CONTROL

1.5.1 World Athletics will monitor all facilities for which compliance with the Track and Runway Synthetic Surface Testing Specifications is obligatory (Rule 2 of the Technical Rules) and will ensure that any Product Certificate issued for the synthetic surface used is consistent with the in-situ test results.

1.5.2 From time to time, World Athletics may require the applicant to supply samples from facilities under construction for the purpose of monitoring the continuing conformity with the approvals granted.

1.5.3 Any holder of a Product Certificate may be required to supply samples for the purpose of round robin test of Laboratories at no cost to World Athletics.

1.5.4 To achieve compliance at facilities, the product should have been installed generally to at least the absolute thickness nominated for the product in the Product Certificate. For a Class 1 facility, a product meets the technical requirements for use in all international athletics competitions if the surface installed using this product passes the in-situ Field Test and tension test.

1.5.5 If a product is supplied for an outdoor facility at a lesser absolute thickness than the Product Certificate absolute thickness, then the purchaser must be advised in writing by the supplier that the thickness will not meet the certification requirements and the purchaser cannot claim that the facility has been surfaced with a Certified Product.

- 1.5.6 Any test results submitted to World Athletics in support of any facility certification will be compared with Product Certificate issued to ensure continuing conformity with that product certification. If the test results indicate that the particular facility does not comply with the Track and Runway Synthetic Surface Testing Specifications, World Athletics may indicate the action to be taken to bring the facility into compliance or request the testing Laboratory and/or the holder of the Product Certificate to propose remedial action. If no action is taken, then a Certified Facility certification either may not be issued or, if already issued, withdrawn. Further, the associated Product Certificate may be withdrawn too.
- 1.5.7 In any case where the monitoring procedures indicate that a product no longer matches the Product Certificate, description and/or the properties, the holder of the Product Certificate will be notified and will have the opportunity within thirty (30) days of the date of the notification to show reason why the certificate should not be withdrawn by World Athletics.
- 1.5.8 Sustainability requirements for both components and the full system must be taken into consideration.

1.6 VALIDITY AND RENEWAL

- 1.6.1 No Product Certificate will be valid for more than four years from the date of issue. Certificates may be limited to shorter periods.
- 1.6.2 Product Certificates may be renewed, if applied for on the World Athletics Certification Renewal Form and on payment of the appropriate fee, in any case where the applicant certifies that the product is unchanged and where this is confirmed by monitoring during the four previous years. A less than one-year old full laboratory test report and a list of facilities using the product in the previous four years shall be attached to the application.
- 1.6.3 The Product Certificate may be renewed for an improved / modified version of the original product if the original product is confirmed to be discontinued but, in this case, a new certification number will be issued.
- 1.6.4 World Athletics will regularly publish an updated list of all certified synthetic surface products. This list will be available on the website and, on request, from the Office.
- 1.6.5 All products with an expired certificate will be removed from the list without notice, thirty (30) days after the expiry date of the respective certificate.

1.7 FEES

- 1.7.1 The cost of certification for a synthetic surface product has been set at USD 30,000 for each of the first three products of the same company, the next three products are charged at USD 25,000 and then USD 20,000 thereafter.

- 1.7.2 If a renewal is applied for by the manufacturer, a fee of USD 7,500 for the renewal of the Product Certificate will be charged every four years.
- 1.7.3 For the “Private Label” Product Certificate described in paragraph 1.2.4, a fee of USD 7,500 is charged.
- 1.7.4 If the certificate was issued in conformity with the application, each change or additional request requiring a new certificate as well as issuing a certificate under paragraphs 1.2.1 and 1.2.3 will incur only the USD 50 administration fee.

1.8 CERTIFICATION PROCESS SUMMARY

To facilitate the process of the application, here below is a summary of the steps required.

- 1.8.1 All documents related to the certification process are available for download on the website in the Technical / Certification System area at

<https://www.worldathletics.org/about-iaaf/documents/technical-information>

- 1.8.2 Please provide the following:

Application Form or Renewal Application Form (see paragraphs 1.3.1, 1.6.2) – by email

Report of Synthetic Surface Product Test by an Accredited Laboratory (see paragraph 1.4.1) – by email

Pictures of the sample – by email

One small reference piece of 10cm x 10cm from the tested sample sent with the report (see paragraph 1.4.1) – by mail

A letter of consent from the manufacturer referring to their Product Certificate they are applying for (Private Label only)

Fee – preferably by bank transfer. (Once the application is received, an invoice is issued and sent to the applicant.)

- 1.8.3 The timeline may be influenced by the following:

- a. the availability of the Laboratory to do the test;
- b. the results of the test;
- c. the payment by bank transfer can take more than a week to be confirmed

2. CERTIFICATION OF TRACK AND FIELD FACILITIES

2.1 SCOPE OF THE SCHEME

- 2.1.1 Rule 2 of the Technical Rules requires that the surface of competition facilities intended for use for outdoor competitions under paragraph 1. (a) and (b) of the World Rankings Competition definition conform to the specifications in the Track and Field Facilities Manual and the facility hold a Class 1 Athletics Facility Certificate.
- 2.1.2 It is also recommended that when such facilities are available, outdoor competitions under paragraphs 1. (c), (d), (e) and 2. of the World Rankings Competition definition should also be held on facilities described in paragraph 2.1.1.
- 2.1.3 Rule 2 of the Technical Rules also imposes that all facilities intended for use for outdoor competition under paragraphs 1. (c), and 2. (a), (b), (c) of the World Rankings Competition definition must conform to the stringent requirements for accurate measurement contained in World Athletics Rules and, more specifically, in the Track and Field Facilities Manual, and must hold a Class 2 Facility Certificate.
- 2.1.4 It is recommended that all competitions under paragraphs 1. (d), (e), 2. (d), (e) and 3. of the World Rankings Competition definition should also be held on certified facilities or, at least, the facility must conform to the Rules and Regulations, as amended from time to time. If the applicable regulations so require, the facility must be certified.
- 2.1.5 Approvals issued under these procedures shall apply only to the technical suitability of the track for competitions. The requirements of specific Technical Regulations, where appropriate, must also be met for those competitions.
- 2.1.6 All removable competition equipment such as hurdles, steeplechase hurdles, landing mats, stop boards, throwing cages must be inspected before a competition, and are not part of the Facility Certification.
- 2.1.7 Some World Athletics Member Federations have already put technical certification procedures in place and manage their own facility certification system in their own countries. Whilst World Athletics acknowledges the value of such domestic systems and encourages such initiatives, for the purpose of World Athletics certification, the process detailed in these Procedures prevails over such domestic system.

2.2 APPROVALS AND METHOD OF APPLICATION

- 2.2.1 Certificates are issued only for full facilities complete with all athletics event sites as indicated in the Track and Field Facilities Manual for the particular Construction Category. (See also below Confirmation of Compliance.)

World Athletics will issue the following types of Approvals. Applications must be submitted on World Athletics Application Forms and accompanied by the relevant World Athletics Report Forms:

- **Class 1 Athletics Facility Certificate**

For competition facilities conforming in all respects with the requirements of Rule 2 of the Technical Rules.

It is a full certificate covering all technical aspects of the facility.

Track and Field Facilities Measurement Report Outdoor is required.

Report of Synthetic Surface Field Test (in-situ test) by an Accredited Laboratory is required.

The use of a Spray Coat system is not recommended for a Class 1 certified facility.

- **Class 2 Athletics Facility Certificate**

For competition facilities in which the in-situ tests for compliance with the Track and Runway Synthetic Surface Testing Specifications have not been performed but where the synthetic surface has a valid Product Certificate and where the facility conforms to the stringent requirements for accurate measurement contained in World Athletics Rules and Regulations.

Track and Field Facilities Measurement Report Outdoor is required.

The synthetic surface must hold a current valid Product Certificate the certification number of which must be quoted in the documents submitted.

- **Indoor Athletics Facility Certificate**

For competition facilities conforming in all respects with the requirements of Rule 41 of the Technical Rules.

Track and Field Facilities Measurement Report Indoor is required.

In each certificate, among others, reference to the synthetic surface product and measurement report will be listed.

Confirmation of Compliance

For competition facilities which are:

- incomplete
- not up to international standards (“substandard facilities”)

World Athletics may issue a Confirmation of Compliance with the World Athletics technical requirements, so that the validity of performances could be recognised.

The relevant part of the Track and Field Facilities Measurement Report is required.

2.2.2 Each measurement report shall be on the Track and Field Facilities Measurement Report Form. The measuring apparatus used shall be stated and current, valid certificates as to its accuracy shall be provided. To be valid, these certificates must have been obtained in one year before the actual measurement.

2.2.3 For the purpose of certification, the minimum kerb radius for an 400m standard track oval is 33.50m and the maximum is 41.26m (8-lane track). (Double bend tracks excepted.)

- 2.2.4 Application for all classifications may be made by an agent on behalf of the facility owner but should be signed by the facility owner as World Athletics will require an undertaking that any changes, (relining, repairs, etc.) will be immediately notified to World Athletics.
- 2.2.5 The full names, addresses and qualifications of all persons signing the form shall be provided.
- 2.2.6 The World Athletics Member Federation in the country in which the facilities are located will be notified of the application and will be supplied with a copy of the Certificate.
- 2.2.7 Applications must be followed by the payment of fees as set out in paragraph 2.5.
- 2.2.8 World Athletics will send the certificate to the applicant in pdf format by email and hard copies by mail on request only.

2.3 QUALITY CONTROL

- 2.3.1 World Athletics will monitor all facilities for which compliance with the Track and Runway Synthetic Surface Testing Specifications is obligatory (Rule 2 of the Technical Rules) and will ensure that any Product Certificate issued for the synthetic surface used is consistent with the in-situ test results.
- 2.3.2 Any test results submitted to World Athletics in support of any facility certification will be compared with the Product Certificate issued to ensure continuing conformity with that product certification. If the test results indicate that the particular facility does not comply with the Track and Runway Synthetic Surface Testing Specifications, World Athletics may indicate the action to be taken to bring the facility into compliance or request the testing Laboratory and/or the holder of the Product Certificate to propose remedial action. If no action is taken, then a Certified Facility certification either may not be issued or, if already issued, withdrawn. Further, the associated Product Certificate may be withdrawn too.
- 2.3.3 In the event of full or partial renovation of a certified facility, World Athletics shall be notified, and new testing and measuring must be undertaken if the certification status is to be maintained.
- For a Class 1 status, a full on-site test by a World Athletics Accredited Laboratory is required.
 - For a Class 2 status, if the renovation was by re-topping, a Product Test by a World Athletics Accredited Laboratory proving that the properties of the new synthetic surface combination meet the World Athletics Track and Runway Synthetic Surface Testing Specifications is required.
 - After a total renovation by replacing the worn-out synthetic materials, the surface will be considered “new”, and the facility will require new certification application.
- 2.3.4 Every time demountable sections of a track are reinstalled, in accordance with the manufacturer’s instructions, check measurements shall be taken to ensure that the reinstalled track and its markings still meet World Athletics requirements. The scale of the re-measurement will depend on

the physical construction of the demountable sections. The check measurements (including levels) must be submitted to World Athletics.

2.3.5 Approvals may be withdrawn, revoked or suspended by World Athletics if

- there is reasonable doubt as to the accuracy of any application (e.g. there is evidence that some or all of the report were falsified),
- the facility is altered in any way which materially affects the accuracy of the facility, or
- the facility is severely damaged such that the earlier reports (measurement and/or in-situ field test) are open to question.

2.4 VALIDITY AND RENEWAL

2.4.1 In order to ensure that World Athletics approvals guarantee a good quality surface for athletics competition, starting January 2019, all certificates under this scheme are issued with a maximum initial 5-year validity.

The validity granted for a facility certificate depends on either the age of the synthetic surface at the time of the 1st certification (determined by the month and year of the surface installation) or, if applicable, age of the synthetic surface at subsequent extensions.

| Age of Synthetic Surface | Validity period |
|--------------------------|-----------------|
| New to 2 years old | 5 years |
| 3-5 years old | 4 years |
| 6-9 years old | 3 years |
| 10 years old | 2 years |
| 11 years old | 1 year |
| 12 years old and more | not certifiable |

2.4.2 Certificates already existing before 1 January 2019 will be considered expired on 31 December 2023 unless still eligible for an extension, and an application request is received until 30 November 2023.

For facilities where the synthetic surface was installed in 2019 or later, an application request for the extension should be made until 1 (one) month before the expiry date shown on the certificate.

2.4.3 In order to assess if a facility can remain on the certified list, the applicant may apply for an extension and submit, together with the Extension Application Form, a [Facility Inspection Report Form](#) completed by a surveyor or other designated official approved by the National Federation or World Athletics. For a Class 1 certification, a full on-site testing of the surface by a World Athletics Accredited Laboratory is also required.

A certificate can be extended only twice. The validity period is granted as per the following table. After the age of 12 years, no new certificate will be issued, or existing certificate extended.

| Age of Synthetic Surface at the time of the Application for the 1 st Extension | Validity period |
|---|-----------------|
| 5 years old | up to 4 years |
| 6-9 years old | up to 3 years |
| 10 years old | up to 2 years |
| 11 years old | 1 year |
| 12 years old | not extendable |

| Age of Synthetic Surface at the time of the Application for the 2 nd Extension | Validity period |
|---|-----------------|
| 9 years old | up to 3 years |
| 10 years old | up to 2 years |
| 11 years old | 1 year |
| 12 years old | not extendable |

- 2.4.4 The above system applies generally, World Athletics, however, may consider special circumstances, considering the interest of the sport and based on supporting expert reports.
- 2.4.5 All facilities with expired certificates or issued prior to 2019 and which do not request an extension will be removed from the World Athletics certified list without notice but not earlier than thirty (30) days past the expiry date of the respective certificate.
- 2.4.6 World Athletics will regularly publish an updated list of all certified athletics facilities. This list will be available on the website and, on request, from the Office.

2.5 RENOVATION

- 2.5.1 World Athletics recognises that renovation of facilities may, in appropriate circumstances, involve re-topping of the existing synthetic surface if sound with the same product or a different approved product. Normally, the product used for the re-topping will then be shown in the new certificate, and the fact of the re-topping will be noted. The advice of a testing Laboratory might be necessary to determine the appropriate additional thickness of synthetic and compatibility of the products in order to still meet the Track and Runway Synthetic Surface Testing Specifications (see 2.3.3). If, in doubt, World Athletics should be consulted before a renovation is undertaken.

Further advice on renovating synthetic surfaces is contained at paragraphs 3.1.4 and 7.2.1.9 of the Track and Facilities Manual.

2.6 FEES

2.6.1 The cost of certification and extension for an athletics facility is as follows:

| Class 1 validity period | 1st Certification | 1 st Extension | | 2 nd Extension | |
|----------------------------|-------------------|---------------------------|-----------|---------------------------|-----------|
| 3 to 5 years | USD 10,000 | 3 to 4 years | USD 1,000 | 3 years | USD 1,000 |
| 1 to 2 years | USD 5,000 | 1 to 2 years | USD 500 | 1 to 2 years | USD 500 |

| Class 2 - Indoor validity period | 1st Certification | 1 st Extension | | 2 nd Extension | |
|-------------------------------------|-------------------|---------------------------|-----------|---------------------------|-----------|
| 3 to 5 years | USD 2,000 | 3 to 4 years | USD 1,000 | 3 years | USD 1,000 |
| 1 to 2 years | USD 1,000 | 1 to 2 years | USD 500 | 1 to 2 years | USD 500 |

2.6.2 The cost of a Confirmation of Compliance is as follows:

| | 1st Certification | All Extension |
|-----------------------------------|-------------------|---------------|
| Incomplete / Substandard Facility | USD 1,000 | USD 500 |

For synthetic surfaced event sites, the same surface age requirements apply as for Class 1 and Class 2 certification.

2.6.3 If the certificate was issued in conformity with the application, each change request requiring a new certificate will incur a USD 50 administration fee.

2.7 CERTIFICATION PROCESS SUMMARY

To facilitate the process of the application, here below is a summary of the steps required.

2.7.1 All documents related to the certification process are available for download on the website in the Technical / Certification System area at

<https://www.worldathletics.org/about-iaaf/documents/technical-information>

2.7.2 Please provide the following:

Application Form (see paragraph 2.2.1) – by email.

Track and Field Facilities Measurement Report and with Spot Levels by a surveyor (see paragraph 2.2.2)
– by email

Pictures of the facility – by email

Report of Synthetic Surface Field Test (on-site test) by an Accredited Laboratory (for Class 1 only)
(see paragraph 2.2.1) – by mail

For a re-topped surface, Product Test of the new synthetic surface combination by an Accredited Laboratory by e-mail (for Class 2) - see paragraph 2.3.3 and 2.4.5
Fee – preferably by bank transfer. (Once the application is received, an invoice is issued and sent to the applicant.)

For an extension:

Extension Application Form - see paragraph 2.4.3

Facility Inspection Report Form - sent with a Google link

Report of Synthetic Surface Field Test (on-site test) by an Accredited Laboratory by e-mail (for Class 1 only) - see paragraph 2.4.3

Fee preferably by bank transfer - see paragraph 2.5.1 and 2.5.2

2.7.3 The timeline may be influenced by the following:

- The findings of the review of the Measurement Report;
- The findings of the review of the Synthetic Surface Field Test Report (for Class 1 only);
- The timeline for receiving an acceptable report varies considerably. It depends on the quality of the report, issues to be dealt with, corrections to be made, additional information to be provided, etc.
- The payment by bank transfer can take more than a week to be confirmed.

3. CERTIFICATION OF COMPETITION THROWING IMPLEMENTS AND EQUIPMENT

3.1 SCOPE OF THE SCHEME

- 3.1.1 Rule 32.1 of the Technical Rules requires that only certified implements be used at all international competitions. For identification as a certified implement, each piece must be marked with the product name and/or catalogue number and/or, preferably, World Athletics certification number. The marking of the shot, discus and javelin should be such that it doesn't exceed the roughness number N7 limit specified in TR33.4.
- 3.1.2 In accordance with Rule 32.2 of the Technical Rules Note: "World Athletics Certified" implements may include older models that previously held a certificate but are not in production any longer. During competitions, all implements are checked by the Technical Manager to confirm that they comply with the World Athletics Rules and Regulations in force at the time.
- 3.1.3 Competition throwing implements and competition track equipment supplied should be checked for compliance with the Rules and Regulations before being accepted from the supplier. It is for the purchaser to determine the item's fitness for the purpose based on his knowledge of the local conditions and use. Variation of colours is acceptable if the product otherwise complies.
- 3.1.4 The temporary facility structures referred to in Rule 11.2 of the Technical Rules are subject to product certification in accordance with the specification determined by World Athletics.
- 3.1.5 World Athletics may, on application by any manufacturer or supplier, and, subject to such tests and certification which World Athletics at its discretion require, grant a Product Certificate in the terms hereinafter described and with such conditions or time limitations as are deemed by World Athletics to be appropriate.
- 3.1.6 All costs associated with the approval including but not limited to costs of transport of samples, laboratory tests fees, cost of processing of applications together with a fee to be set by World Athletics shall be met by the manufacturer or supplier.
- 3.1.7 Manufacturers or suppliers shall inform of any proposed changes which may affect the approval of any certified product and shall supply such information as is deemed necessary to World Athletics or to any test institute nominated by World Athletics for the purpose of ensuring that the product still complies with the specifications. World Athletics shall also be advised of any changes in the product name or catalogue number.

3.2 MANUFACTURERS AND SUPPLIERS STATUS AND USE

- 3.2.1 If a manufacturer [or supplier] merges with, is taken over or bought out by another organisation, the Competition and Events Department must be notified in writing by the manufacturer or

supplier that holds the Product Certificate. When notifying, the manufacturer [or supplier] must confirm that the Product Certificate can be transferred to the new owner, when the transfer is to take place, and provide the contact details of that new organisation. If the transfer requires a new certificate to be issued, then the new organisation must apply in accordance with the procedures set out in paragraph 3.3. (The certification number may have a distinctive additional character.)

- 3.2.2 Where a supplier wishes to use in their catalogue and marketing materials a marketed product which is from another manufacturer then the supplier must clearly identify the manufacturer. The supplier can display in their catalogue or marketing materials the Product Certificate issued to that manufacturer.
- 3.2.3 Where a manufacturer or supplier is part of a group of companies or organisations, only the organisation to whom the certificate has been granted can use the Product Certificate. If other companies or organisations in the group wish to have the Product Certificate, they must either apply individually or the holding or parent company or organisation must apply on their behalf and any other member of the group of companies or organisations.
- 3.2.4 Where a manufacturer has a Product Certificate and a third-party supplier wishes to market the product which is subject to the Product Certificate under any other trade name or description, then the supplier must apply for a separate Product Certificate (“Private Label”). The supplier with their application must submit the written consent of the manufacturer referring to their Product Certificate. If approved, the Private Label will have the original certificate number and be valid for the same period of time. (The certification number may have a distinctive additional character.)

3.3 METHOD OF APPLICATION

- 3.3.1 All applications shall be on World Athletics Application Forms and shall give full details of the product including materials and technical drawings. For the purpose of a full technical evaluation, applicants shall provide, at their cost, all additional product and information requested by World Athletics or any person or body designated by World Athletics.

Applications must be accompanied by fees as set out in paragraph 3.7.

- 3.3.2 Each application for implement approval shall be accompanied by one sample of the implement.
- Hammer handles are not certified separately but need a separate approval. A minimum of four samples shall be sent for testing to the World Athletics Accredited Test Laboratory accompanied by a Hammer Handle Product Test Data Sheet.
 - Each application for competition equipment approval shall be accompanied by a detailed technical description and full technical scale drawings. World Athletics may, at its discretion, require samples of certain pieces of equipment as well (see paragraph 3.7.2).
 - Throwing cages require an in-situ inspection by a World Athletics nominated inspector whose reasonable expenses shall be paid for by the applicant for the certification.

- In the event of a subsequent dispute over any matter concerning implements or equipment alleged to be covered by a Product Certificate, the mentioned samples and/or drawings will be reference material.

3.4 APPROVAL PROCEDURE

- 3.4.1 World Athletics will assess and test products according to the World Athletics Rules and Regulations in force.
- 3.4.2 World Athletics could, at the applicant's cost, arrange inspection of equipment and/or implements at the manufacturer's premises bearing in mind, of course, that reference samples must be transported to World Athletics.
- 3.4.3 In the event of any product failing to meet the required standard, the applicant will be afforded the opportunity of further tests. All costs will be discharged by the applicant.
- 3.4.4 From time to time, World Athletics may require the applicant to supply additional samples for the purpose of monitoring the continuing conformity with the approvals granted.
- 3.4.5 Each item approved will be allocated a certification number, which should be used in all materials relating to that item and to that item only. (For "Private Label" see paragraph 3.2.4.)
- 3.4.6 World Athletics will send the certificate to the applicant in pdf format by email and hard copies by mail on request only.

3.5 VALIDITY AND RENEWAL

- 3.5.1 No Product Certificate will be valid for more than four years from the date of issue. Certificates may be limited to shorter periods.
- 3.5.2 Product Certificates may be renewed if applied for on the World Athletics Certification Renewal Application Form, with appropriate new technical documentation attached, and on payment of the appropriate fee in any case where the applicant certifies that the product is unchanged and where this is confirmed by monitoring during the four previous years.
- 3.5.3 The Product Certificate may be renewed for an improved / modified version of the original product if the original product is confirmed to be discontinued but, in this case, a new certification number will be issued.
- 3.5.4 World Athletics will regularly publish an updated list of all certified competition implements and equipment. This list will be available on the website and, on request, from the Office.

3.5.5 All products with an expired certificate will be removed from the list without notice, thirty (30) days after the expiry date of the respective certificate.

3.6 QUALITY CONTROL

3.6.1 Competition implements, and equipment will be subject to periodic testing and monitoring by Federation, Area and Technical Delegates to verify weights, accuracy, etc. Implements and equipment supplied should be checked for compliance with the World Athletics Rules and Regulations before being accepted from the supplier. It is for the purchaser to determine the item's fitness for the purpose based on his knowledge of the local conditions and use.

3.6.2 In any case where the monitoring procedures indicate that a product no longer matches the Product Certificate, description and/or the properties, the holder of the Product Certificate will be notified and will have the opportunity within thirty (30) days of the date of the notification to show reason why the certificate should not be withdrawn by World Athletics.

3.6.3 Any holder of a Product Certificate may be required to supply samples for the purpose of verifying continuing conformity with World Athletics Rules and Regulations.

3.7 FEES

3.7.1 The cost of certification for competition implements and equipment has been set as follows:

| Implements | 1 st Certification | Renewal & Private Label |
|-----------------------------------|-------------------------------|-------------------------|
| Implements per type except hammer | USD 700 | USD 350 |
| Hammer * | USD 1,000 | USD 500 |

** The certification fee includes the first handle testing of the hammer handle.*

In the case of a failed test, any additional testing, is at the charge of the manufacturer i.e. USD 1,000 per set

| Equipment | 1 st Certification | Renewal & Private Label |
|------------------------------------|-------------------------------|-------------------------|
| Landing area | USD 2,800 | USD 1,400 |
| Throwing cage | USD 2,000 | USD 1,000 |
| Uprights | USD 1,400 | USD 700 |
| Hurdles | USD 1,400 | USD 700 |
| Steeple barriers | USD 700 | USD 350 |
| Starting block | USD 700 | USD 350 |
| Fixed equipment | USD 350 | USD 175 |
| Crossbar | USD 140 | USD 70 |
| Other Equipment (e.g. relay baton) | USD 100 | USD 50 |
| Temporary facility structures | USD 1,000 | USD 500 |

3.7.2 Fixed equipment comprises the take-off board, Pole Vault box, Shot Put stop board, throwing circle, conversion circle and track inside kerb.

3.7.3 The fee covers one model of implement or equipment only.

Different weights, sizes*, material** or names of implements / equipment are considered as different types, therefore will require another certificate.

Different colours of the same implement / equipment will obviously be identical, and no fee will be charged. World Athletics shall be advised also of colour changes to any approved implement / equipment.

*Vertical jump landing areas, if they are only different size versions of the same model, may be issued a separate certificate at no additional fee. USD 50 administration fee will be charged.

**Throwing cages, if they have only different versions of posts for the same model, may be issued a separate certificate at no additional fee. USD 50 administration fee will be charged.

3.7.4 For the “Private Label” Product Certificate described in paragraph 3.2.4, the fee charged will be equivalent to the renewal fee.

3.7.5 If the certificate was issued in conformity with the application, each change request requiring a new certificate as well as issuing a certificate under paragraphs 3.2.1 and 3.2.3 will incur a USD 50 administration fee.

3.8 CERTIFICATION PROCESS SUMMARY

To facilitate the process of the application, here below is a summary of the steps required.

3.8.1 All documents related to the certification process are available for download on the website in the Technical / Certification System area at

<https://www.worldathletics.org/about-iaaf/documents/technical-information>

3.8.2 Please provide the following:

Application or Renewal Application Form (see paragraphs 3.3.1, 3.5.2) – by email

Technical drawings – by email

Technical description – by email

Picture – by email

One sample can be requested to be sent by mail for the following products:

Fee – preferably by bank transfer. (Once the application is received, an invoice is issued and sent to the applicant.)

Implements: shot, discus, hammer, javelin

Equipment: hurdle top bar, crossbar (ca.30cm) with end piece, relay baton

For a hammer certification

- the handle shall be tested separately – five samples to be mailed to the test institute
- Hammer Handle Product Test Data Sheet – by mail to World Athletics and the test institute

For a throwing cage certification:

- In addition to the World Athletics Rule requirements, special requirements are detailed at paragraph 6.3.2 in the Track and Field Facilities Manual and in the Throwing Cage Guideline
- Fully dimensioned drawings of the cage and its footings;
- Wind load calculations for the structure and its footings for various soil conditions to prove that the posts have adequate strength and there is a minimum factor of safety of 2 against overturning for footings in the ground and of 4 for free-standing cages relying on counterweights for stability at the design wind speed
- Detailed instructions for setting out and installing the footings, gate fixing anchors (hammer cage), cage structure and the netting;
- Detailed instructions for gate operation and anchoring (hammer cage), and netting tensioning and anchoring
- Details of the netting dimensions and strength
- In-situ inspection of the erected cage should be organised.

3.8.3 The timeline may be influenced by the following:

- The findings of the review of the technical documentation
- The timeline for receiving an acceptable documentation varies considerably. It depends on the issues to be dealt with, corrections to be made, additional information to be provided, etc.;
- Problem with the of compliance of the item;
- The availability of the test institute to do the hammer handle test and the results of the test;
- The organisation of the cage inspection;
- The payment by bank transfer can take more than a week to be confirmed.

4. APPENDIX: LICENSE TO USE CERTIFICATION LOGOS

Background

- (A) For the purpose of this section of the Procedures, World Athletics shall be referred to as the Licensor and the applicant referred to in the application form shall be referred to as the 'Licensee'.
- (B) The Licensor is the owner of the Mark (as defined below).
- (C) The Licensee wishes to use the Mark in the Territory (as defined below) in relation to the Certified Products and Facilities (as defined below) and the Licensor is, subject to approval of the application for certification, willing to grant to the Licensee permission to use the Mark on the terms and conditions set out in these Procedures.

Agreed Terms

4.1 INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

4.1.1 Definitions:

Application Form: means the form completed by the Licensee for certification of the products or facility referred to within the form.

Brand Guidelines: The Licensor's guidelines prescribing the permitted form and manner in which the Mark may be used, a copy of which is attached to these Procedures, including any amendments or additions notified in writing by the Licensor to the Licensee from time to time.

Certified Products and Facilities and Facilities: The Licensee's specific athletics facility, synthetic surface or implements and equipment that have been duly granted an Athletics Facility Certification, Synthetic Surface Product Certification or Implements and Equipment Certification by the Licensor in accordance with the applicable Procedures.

Commencement Date: the date stated on the relevant Athletics Facility Certificate, Synthetic Surface Product Certificate or Implements and Equipment Certificate.

Mark: the official World Athletics certification badge relevant to the Product set out in Brand Guidelines.

Territory: means the territory referred to in the Application Form.

Procedures: means the World Athletics Certification System Procedures.

- 4.1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 4.1.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 4.1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 4.1.5 This licence shall be binding on, and ensure to the benefit of, the Licensor and Licensee and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 4.1.6 A reference to **writing** or **written** includes email but not fax.
- 4.1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 4.1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

4.2 GRANT

- 4.2.1 Subject to approval of the Licensee's application for certification as set out in the Procedures and the Application Form and payment of the appropriate fee, the Licensor grants to the Licensee a non-exclusive limited non-transferrable licence to use the Mark on or in relation to the Certified Products and Facilities in the Territory Certified Products and Facilities in accordance with the terms of the Procedures and Brand Guidelines.
- 4.2.3 The Licensee shall only use the Mark on or in relation to the Certified Products and Facilities.

4.3 USE OF THE MARK

- 4.3.1 All Certified Products and Facilities made or sold by the Licensee in the Territory shall carry the Mark. The Licensee shall comply strictly with the directions of the Licensor regarding the form and manner of the use of the Mark, including the directions contained in the Brand Guidelines.
- 4.3.2 Apart from the Mark, no other trade mark, emblem or logo belonging to the Licensor may be affixed or used in relation to the Certified Products and Facilities or otherwise used by the Licensee under these Procedures.

- 4.3.3 The Licensee may only use the Mark on the Certified Product itself or on promotional material next to the photo or name of the Certified Products and Facilities. The applications, positioning, size, colours tone etc. of the Mark must always comply with the Brand Guidelines.
- 4.3.4 The Licensee shall not use in its business any other trade mark confusingly similar to the Mark and shall not use the Mark or any word confusingly similar to the Mark as, or as part of, its corporate or trading name.

4.4 TITLE, GOODWILL AND REGISTRATIONS

- 4.4.1 The Licensee acknowledges that the Licensor is the owner of the Mark.
- 4.4.2 The Licensee shall arrange that all Certified Products and Facilities sold by the Licensee and all related quotations, specifications and descriptive literature, and all other materials carrying the Mark, be marked with:
- ”Certified by World Athletics™ – Certification Number....“
- Either the name ‘World Athletics™’ or ‘TM World Athletics’ or with any other statement as notified in writing from the Licensor to the Licensee.
- 4.4.3 Any goodwill derived from the use by the Licensee of the Mark shall accrue to the Licensor. The Licensor may, at any time, call for a document confirming the assignment of that goodwill and the Licensee shall immediately execute it.
- 4.4.4 The Licensee shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Mark or the reputation or goodwill associated with the Mark or the Licensor, or that may invalidate or jeopardise any registration of the Mark.
- 4.4.5 The Licensee shall not apply for, or obtain, registration of the Mark for any goods or services in any country.
- 4.4.6 The Licensee shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Mark.
- 4.4.7 The Licensor warrants that it is the owner of the Mark.
- 4.4.8 The Licensor shall at its own expense take all reasonable steps to maintain any existing registrations of the Mark and prosecute to registration any pending applications and the Licensee shall provide, at the request and expense of the Licensor and at the Licensor’s expense, all necessary assistance in such maintenance and prosecution.

4.5. QUALITY CONTROL

- 4.5.1 The Licensee shall comply with the quality control requirements set out in these Procedures.
- 4.5.2 The Licensee shall, comply with, and shall ensure that each Product sold or otherwise supplied by the Licensee is compliant with, all applicable laws, regulations, industry standards and codes of practice.
- 4.5.3 The Licensee shall, on the Licensor's request, provide the Licensor with details of any complaints it has received relating to the Certified Products and Facilities together with reports on the manner in which such complaints are being, or have been, dealt with and shall comply with any reasonable directions given by the Licensor about them.

4.6. MARKETING, ADVERTISING AND PROMOTION

- 4.6.1 The Licensee undertakes to ensure that its advertising, marketing and promotion of Certified Products and Facilities shall in no way reduce or diminish the reputation, image and prestige of the Mark.
- 4.6.2 The Licensee shall not use the Mark in a manner that could imply or claim any commercial affiliation or association with World Athletics itself and its competitions.
- 4.6.3 If requested by the Licensor, the Licensee shall send to the Licensor for its prior written approval, the text and layout of all proposed advertisements and marketing and promotional material relating to Certified Products and Facilities bearing the Mark. In the event that the Licensor disapproves of such material, it shall give written notice of such disapproval to the Licensee within 20 days of receipt by the Licensor of the material. The Licensee shall not use any material in the advertising, marketing or promotion of the Certified Products and Facilities that has not been approved by the Licensor. In the absence of a written notice of non-approval within 20 days of receipt of such materials, the materials shall be deemed to have been approved by the Licensor.
- 4.6.4 The Licensee shall bear the costs of all advertising, marketing and promotion for Certified Products and Facilities in the Territory.

4.7. PROTECTION OF THE MARK

- 4.7.1 The Licensee shall immediately notify the Licensor in writing giving full particulars if any of the following matters come to its attention:
 - (a) any actual, suspected or threatened infringement of the Mark;
 - (b) any actual or threatened claim that the Mark is invalid;

- (c) any actual or threatened opposition to the Mark;
- (d) any claim made or threatened that use of the Mark infringes the rights of any third party;
- (e) any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to the Licensee under the Procedures; or
- (f) any other form of attack, charge or claim to which the Mark may be subject.

4.7.2 In respect of any of the matters listed in Clause 7.1:

- (a) the Licensor shall, in its absolute discretion, decide what action if any to take;
- (b) the Licensor shall have exclusive control over, and conduct of, all claims and proceedings;
- (c) the Licensee shall not make any admissions other than to the Licensor and shall provide the Licensor with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
- (d) the Licensor shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

4.7.3 Nothing in the Procedures shall constitute any representation or warranty that:

- (a) any registration comprised in the Mark is valid;
- (b) any application comprised in the Mark shall proceed to grant or, if granted, shall be valid; or
- (c) the exercise by the Licensee of rights granted under the Procedures will not infringe the rights of any person.

4.8. LIABILITY, INDEMNITY AND INSURANCE

4.8.1 To the fullest extent permitted by law, the Licensor shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Licensee's exercise of the rights granted to it under the Procedures.

4.8.2 The Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with:

- (a) the Licensee's exercise of its rights granted under the Procedures, including any claim made against the Licensor for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection therewith;
- (b) the Licensee's breach or negligent performance or non-performance of their obligations set out in the Procedures, including any product liability claim relating to the Certified Products and Facilities manufactured, supplied or put into use by the Licensee;
- (c) the enforcement of this licence; or
- (d) any claim made against the Licensor by a third party for death, personal injury or damage to property arising out of or in connection with defective Certified Products and Facilities, to the extent that the defect in the Certified Products and Facilities is attributable to the acts or omissions of the Licensee, its employees, agents, sub-licensees or subcontractors.

4.8.3 This indemnity shall not cover the Licensor to the extent that a claim under it results from the Licensor's negligence or wilful misconduct.

4.8.4 If any third party makes a claim, or notifies an intention to make a claim, against the Licensor which may reasonably be considered likely to give rise to a liability under this indemnity (**Claim**), the Licensor shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to the Licensee, specifying the nature of the Claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Licensee (such consent not to be unreasonably conditioned, withheld or delayed), provided that the Licensor may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Licensee, but without obtaining the Licensee's consent) if the Licensor reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
- (c) give the Licensee [and its professional advisers] access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Licensor, so as to enable the Licensee and its professional advisers to examine them and to take copies (at the Licensee's expense) for the purpose of assessing the Claim; and
- (d) be deemed to have given to the Licensee sole authority to avoid, dispute, compromise or defend the Claim.

4.8.5 If a payment due from the Licensee under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, to the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.

- 4.8.6 The Licensee shall, at its expense, carry product liability and comprehensive general liability insurance coverage of an amount adequate to support its liabilities under the Procedures.
- 4.8.7 Nothing in this clause shall restrict or limit the Licensor's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.
- 4.8.8 Nothing in the Procedures shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence.

4.9. ADDITIONAL LICENSEE OBLIGATIONS

4.9.1 The Licensee shall:

- (a) ensure that the Certified Products and Facilities are safe for the use for which they were intended;
- (b) obtain at its own expense all licenses, permits and consents necessary for the provision of the Certified Products and Facilities in the Territory;
- (c) perform its obligations with all due skill, care and diligence including good industry practice;
- (d) only make use of the Mark for the purposes authorised in the Procedures; and
- (e) comply with all regulations and practices in force or use in the Territory to safeguard the Licensor's rights in the Mark.

4.9.2 The Licensee shall not, nor directly or indirectly assist any other person to:

- (a) use the Mark except as permitted under the Procedures (including the Application); or
- (b) do or omit to do anything to diminish the rights of the Licensor in the Mark or impair any registration of the Mark.

4.9.4 The Licensee acknowledges and agrees that the exercise of the licence granted to the Licensee under the Procedures are subject to all applicable laws, enactments, regulations and other similar instruments in the Territory, and the Licensee understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.

4.10. ASSIGNMENT AND OTHER DEALINGS

4.10.1 The Licensee shall not assign, transfer, mortgage, charge, subcontract, sub-license, declare a trust over, or deal in any other manner with any or all of its rights in relation to the Licence and under the Procedures without the prior written consent of the Licensor.

4.10.2 The Licensor may subcontract or delegate in any manner any or all of its obligations under the Procedures to any third party.

4.11. DURATION AND TERMINATION

4.11.1 The use of the Mark shall commence on the Commencement Date and shall continue, unless terminated earlier, until the date stated in the relevant certificate when it shall expire automatically without notice.

4.11.2 The Licensor shall have the right to terminate a certificate and the right to use the Mark on giving the Licensee not less than 3 months' written notice of termination.

4.11.3 Without affecting any other right or remedy available to it, the Licensor may terminate a certificate and the right to use the Mark with immediate effect by giving written notice to the Licensee if:

- (a) the Product's certificate is withdrawn by the Licensor for any reason;
- (b) the Licensee commits a material breach of any term of the Procedures which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the Licensee repeatedly breaches any of the terms of the Procedures in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms this licence;
- (d) the Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts;
- (e) the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in a connection with the winding up of the Licensee (being a company);
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given, or if an administrator is appointed over the Licensee (being a company);
- (h) the holder of a qualifying floating charge over the assets of the Licensee (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over all or any of the assets of the Licensee or a receiver is appointed over all or any of the assets of the Licensee;

- (j) a creditor or encumbrancer of the Licensee attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (k) the Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (l) there is a change of control of the Licensee.

4.12. CONSEQUENCES OF TERMINATION

4.12.1 On expiry or termination of this licence for any reason and subject to any express provisions set out elsewhere in the Procedures:

- (a) all rights and licences granted pursuant to the Procedures shall cease;
- (b) the Licensee shall cease all use of the Mark save as set out in this clause;
- (c) the Licensee shall co-operate with the Licensor and shall execute such documents and do all acts and things as may be necessary to effect such cancellation; and
- (d) the Licensee shall return promptly to the Licensor at the Licensee's expense all records and copies of promotional material in its possession relating to the Certified Products and Facilities that bears the Mark.

4.12.2 On expiry or termination of this licence for any reason other than termination by the Licensor under any right provided under the Procedures the Licensee shall, for a period of 90 days immediately after the date of expiry or termination ("Sell-Off Period"), have the right to either remove the Marks from or dispose of all stocks of Certified Products and Facilities bearing the Mark in its possession and all Certified Products and Facilities bearing the Mark in the course of manufacture, but only in the normal course of business, at the date of expiry or termination. After the Sell-Off Period, the Mark shall be removed from the Certified Products and Facilities or all Certified Products and Facilities still bearing the Mark shall be at Licensee's expense either destroyed or deliver to Licensor or any person designated by the Licensor.

4.12.3 Any provision of this licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this licence shall remain in full force and effect.

4.12.4 Termination or expiry of this licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Procedures which existed at or before the date of termination or expiry.



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