ANNEXURE II : Format for the agreement between BVIL and the certified ISA Manufacturer for use of ISA BV Scheme Mark (Certification body)

AGREEMENT FOR USE OF ISA BV MARK

M/s._____(hereinafter referred to as **applicant**) situated at_____has applied to M/s. Bureau Veritas India Pvt Limited, 72 Business Park, Marol Industrial Area, Opposite Seepz Gate No. 2, MIDC Cross Road "C", Andheri (East), Mumbai-400093, India (hereinafter referred to as **BVIL**), for permission to use **BV Scheme Mark** for the offices for **which it has received certification from the …… (name of certification body)** approved by BVIL under the **Certification Scheme for ISA** (hereinafter referred to as the **Scheme**) owned by the **BVIL.** This agreement is entered in connection with granting of permission to use the BV Scheme Mark under the following terms and conditions agreed upon:

1. GENERAL CONDITIONS

1.1 The applicant (Manufacturer/Importer) agrees to comply at all times with the requirements of the Scheme as applicable presently and as amended from time to time. The applicant shall also agree topay the administration fee for the certification cycle (5 years) to BVIL Directly,

1.2 The applicant shall agree to comply with conditions of the certification as per its contract with the certification as well as BVIL as contained in this contract.

1.3 This Scheme aims to certify the ISA manufacturer/importer for their ability to meet the applicable Certification Scheme for ISA certification requirements.

1.4 stationary may use the BV Mark in publicity material, pamphlet, letter heads, other similar stationary; media for exchange of any communication, for promoting the awareness of the scheme, the Certification Scheme Mark, etc. The applicant, however, agrees to take care, while using the above documents to ensure that the Mark is used only with respect to the ISA manufacturer/importer and it shall not give impression that the non-certified product, other than certified scope products, product from offices not included in scope or a related company are also certified.

1.5 The applicant agrees to use the BV Mark only with respect to the ISA manufacturer/importer covered under certification granted to it and will continue to comply with the certification criteria.

1.6 The applicant agrees that he would always fulfil the certification requirements as per the existing Scheme and as modified from time to time and shall use the BV mark only during the validity period.

1.7 The applicant agrees not to make use of the **BV Scheme Mark** or name of BVIL which could be misleading or unacceptable to BVIL.

1.8 The applicant agrees to make claims of certification only for the scope which are specifically covered under certification.

1.9 The applicant agrees not to use the marks in such a manner that would bring BVIL or the Scheme into disrepute and/or lose public trust.
The applicant agrees to inform BVIL in writing of any significant changes in the applicant's name, ownership or location for which the applicant has obtained the certification.

1.10 The applicant shall inform BVIL, without delay, of matters that may affect its ability to conform to the certification requirements.

1.11 The applicant agrees to provide any information sought by BVIL regarding operation of the Scheme by the applicant.

1.12 The applicant agrees that its name, location and the scope of certification is included in the directory maintained and published by BVIL.

1.13 The applicant agrees for the conduct of announced/ unannounced / decoy assessments in order to verify the compliance of the applicant with reference to the use of the Mark as allotted to it and with respect to the complaints received by BVIL about the applicant and to pay such charge

within the time as communicated by BVIL.

1.14 The applicant agrees to discontinue the use of the BV Scheme Mark from the date from which the certificate stands suspended, cancelled, and withdrawn or discontinuation comes into force.

1.15 Upon suspension or withdrawal / cancellation of its certification, the applicant shall discontinue use of all advertising material referring to the use of Scheme Mark with immediate effect and submit a declaration to this effect to BVIL. It shall also refrain from making claim in any form regarding the certification under the ISA scheme.

2. OTHER REQUIREMENTS

2.1 This agreement is entered for a period of the validity of the certification and shall be in force from the date of issuance of the Type Certificate by BVIL.

2.2 All correspondence of BVIL shall be in writing and shall be deemed to have been served/made when sent by courier/registered post or facsimile or email to the address of the applicant as mentioned on the company information sheet or any change as subsequently communicated to BVIL by the clientin writing under BVIL acknowledgement.

2.3 In case of any disputes/issues, the applicant agrees to go through the Appeal procedure under the Scheme and accepts its decision as final.

2.4 The applicant agrees to indemnify BVIL in case of any loss or liability incurred by BVIL in connection with the BV or misuse of mark(s) by the applicant.

2.5 Disputes, if any, arising out of the terms and conditions of the agreement between BVIL and the applicant, shall be governed by Laws of India and subject to the jurisdiction of competent courts located in Mumbai.

2.6 The applicant shall nominate the chief executive or an authorized signatory for the agreement as the point of contact with BVIL.

The applicant hereby accepts and agrees with the above terms as documented in this agreement.

1. **Signature :**

   Name of Applicant : _____

   (the chief executive of the organization or an authorized signatory)

   Title : _____

   Address : _____

   _____

   Date : _____

2. **Bureau Veritas India Pvt Limited.**

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BVIL hereby accepts the above application and agrees to the terms thereof.

Authorized Signatory: _____

Name : _____

Title : _____

Date : _____