# Rights and Duties of Certified Client & Rules to be followed for use of Certification Scheme Mark

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## 1. Purpose

1.1 Product manufacturers that have been certified under the product scheme by the NABCB approved certification bodies are allowed to use the Certification Scheme Mark. The certified manufacturer is required to enter into a written contract with BVIPL the scheme owner that guides the use of the product Certification Scheme Mark.

1.2 This document describes the rules for use of the Certification Scheme Mark for product by the certified product Manufacturer & Rights and Duties of Certified Client.

1.3 The Certification Scheme Mark is a protected mark owned by BVIPL, indicating that the product manufacturer is in conformity with specified certification criteria under the scheme. The "Certification Scheme Mark" is also commonly known as a "Logo", however for the sake of aligning it with the international requirements the same will henceforth be referred to as the "Mark".

## 2. Scope

This procedure describes rules for the use of:

- Certification Scheme Mark

This procedure is complemented by additional rules for use of scheme Marks which is the property of the or scheme owner.

This procedure covers requirements for use of the mark with respect to certified product.

## 3. References

Mandatory Guidance on the application of IS/ISO/IEC 17065
BV Internal procedure BVIPL Web - Web Link ISA - Publicly Available Information
BVIPL Internal Procedure 06 for Handling Appeals and Complaints -- IND.TIQ.PC01.Compl & App.01
BVIPL Internal Procedure 08 Procedure for Control of Records --- IND.TIQ.PC01.COR.01
RDSO Rules for Railway Products.
Type 1A for type testing as per 17067:2012

## 4. Procedure

Local certification entity can use the BVIPL mark following the rules defined by each BVIPL. Client can advertise and promote services or activities that are within the scope of its accreditation.
The client cannot use the BVIPL mark, unless otherwise the contract is signed between the manufacturer and BVIPL.
Scheme Mark details will be shared once Certified Clients (Manufacturer of Railway Products) agreement is signed, so that Client can start using BV Scheme Mark.

4.1 Client has to comply that,

- The Mark and Certificate are traceable to Bureau Veritas (India) Private Limited BVIPL Mark guidelines.
- If any ambiguity in the Mark or certificate or other documents sent to clients as to what has been certified to be notified and get clarified from certification body before using the Mark and the certificate.

4.2 Bureau Veritas has issued the conditions for use of its certificate and Mark as part of the certification agreement and as per Internal procedure no.IND.TIQ.01PC.Mark.01 and other product procedures available on BV Website, These conditions require,

- Controlled use/display of certificate/mark/logo. (It is clearly spelt out that the mark/logo shall not be used on a product or product packaging as seen by the customer, in any other way that may be interpreted as denoting product conformity).
- that the organization conforms to the requirements of Bureau Veritas when making reference to its certification status in any communication media such as internet, brochures or advertising or any other document.

  - That the organization does not make or permit any misleading statement regarding its certification.
  - That the organization does not use or permit use of a certification document or any part thereof in a misleading manner.
  - That the organization upon suspension or withdrawal of its certification, it discontinues its use of all advertising matter that contains reference to certification as directed by Bureau Veritas.
  - That the organization amends all its advertising matter when the scope of certification has been reduced.
  - That the organization does not imply that the certification applies to activities that are outside the scope of product certification.
  - That the organization does not use its certification in such a manner that would bring Bureau Veritas or the certification system into disrepute and loss of public trust.

4.3 Bureau Veritas does not permit its marks to be applied to laboratory tests, calibrations or inspection reports.

4.4 Certification Manager/TIQ manager shall exercise proper control of ownership and shall take suitable action for incorrect references to certification status or misleading use of documents as given below:

- Request for Correction / corrective action.
- Suspension, withdrawal of certificate.
- Publication of transgression.
- Legal action, where necessary.

## *5. Prerequisites For Product Certification Scheme Mark*

5.1 The product manufacturers that have been certified under the Scheme by Bureau Veritas (India) Private Limited are eligible to use Certification Scheme Mark.

5.2 As per the contract between the Scheme owner Bureau Veritas (India) Private Limited, the certified product manufacturer shall be required to formally sign an agreement with BVIPL for the use of product Certification Scheme Mark. Soon after the certification, the certified organization shall sign the contract with BVIPL in the prescribed format.

5.3 The applicants shall submit their applications for the use of Certification Scheme Mark in the prescribed format enclosed vide Annexure I. Soon after the Product certification, the Product manufacturer shall sign an agreement with BVIPL in the prescribed format. This process shall be facilitated by Bureau Veritas (India) Private Limited.

5.4 Bureau Veritas (India) Pvt Ltd shall make provision for the same in its system for certification under Product Scheme and shall make this requirement a part of its legally enforceable contract with the certified client.

5.5 The certified Product manufacturer shall sign a legally enforceable agreement with BVIPL in the format enclosed vide Annexure II, based on which it will be allowed to use the Certification Scheme Mark. This will be executed only after the successful grant of Type Certificate.

## *6. Product Certification Scheme Marks and Certificate*

6.1 Client shall not use the Mark and shall not make any statement in labelling which in the opinion of BVIPL or NABCB, is misleading or is infringement of any specific requirement of BVIPL or NABCB, This means that the certificate, reports and other associated documentation must not be used in a misleading manner, which can bring NABCB or Bureau Veritas into disrepute.

6.2 A combination of products and parts, which each comply with applicable certification criteria for Product, does not always constitute a finished product that has to comply itself as a whole with certification criteria for product. however, in some cases, a combination of different products and parts designed or put together by the same person is considered as one finished product which has to comply with the certification criteria for product as such. the manufacturer of product is responsible for ensuring that the product model complies with all the requirements of the certification criteria for product. the fact that components or parts are duly certified by a Certification Scheme Mark under any Certification Scheme, Marking scheme for safety, security and air worthiness of the product, does not automatically guarantee that the finished product also complies.

A product, which has been subject to important changes or overhaul aiming to modify its original performance, purpose or type after it has been put into service, having a significant impact on its compliance with certification criteria for product, must be considered as a new product.

Product which has been repaired or exchanged (for example following a defect), without changing the original performance, purpose or type, are not to be considered as new products, and such product would need to undergo conformity assessment again.

The Certification Scheme Marking for product is a key indicator (but not proof) of a product's compliance with certification criteria for product Scheme.

In this scheme, one or more samples of the product are subjected to the determination activities. A certificate of conformity or other statement of conformity (e.g. a letter) is issued for the product type, the characteristics of which are detailed in the certificate or a document referred to in the certificate. Subsequent production items are not covered by the certification body's attestation of conformity.

The samples are representative of subsequent production items which could be referred to by the manufacturer as being manufactured in accordance with the certified type.

Bureau Veritas (India) Pvt Ltd may grant to the manufacturer the right to use the type certificate or other statement of conformity (e.g. letter) as a basis for the manufacturer to declare that subsequent production items conform to the specified requirements.
A product manufacturer may apply for Certification Scheme Mark as available under the product Scheme as detailed in Section 1.

6.3 The colour scheme of the Marks shall be the same as described below. Different combination of the colour scheme shall not be used, details is as below, once agreement done details of Mark will be communicated separately in word file.

Annex 3 - BV Scheme Mark ISA

6.4 The certified product manufacture shall be issued a certificate by Bureau Veritas (India) Private Limited, which carries the appropriate mark.

## *7. Conditions For Use of Product Certification Scheme Mark*

7.1 Following conditions shall apply for use of Product Certification Scheme Mark,

a) The Certification Scheme Mark may be used in publicity material, pamphlet, letterheads, other similar stationary, media for exchange of any communication, for promoting the awareness of the scheme, the Certification Scheme Mark, etc.
b) The Product manufacturer may also use the Product certificate issued by Bureau Veritas (India) Private Limited as part of publicity material.
c) While using the above documents care shall be taken to ensure that the Mark is used only with respect to the Product manufacturer certified and it shall not give the impression that the non-certified, other than certified scope of Product, products from offices are not included in scope or a related company are also certified.
d) The certified Product manufacturer shall not make any misleading claims with respect to the certification Scheme Mark.
e) Certification Scheme Mark shall not be use in such a manner as to bring the Scheme Owners or NABCB, into disrepute.
f) The certified manufacturer, upon suspension or withdrawal of its certification, shall discontinue use of the Certification Scheme Mark, in any form.
g) The product manufacturer, upon suspension or withdrawal of its certification, shall discontinue use of all advertising matter that contains any reference to its certification status.
h) In case the Certification Scheme Mark is observed to be used by a certified Product Manufacturer Contrary to the conditions specified, suitable actions shall be taken by the certification body in accordance with the relevant requirements of ISO 17065 and those specified in the scheme documents.
i) Depending upon the extent of violation, suitable actions may range from advice for corrective actions to withdrawal of certification especially in situations of repeated violations. In case the certified product manufacturer/Importer does not take suitable action to address, the wrong use of the Certification Scheme Mark, Bureau Veritas (India) Pvt Ltd may suspend/withdraw the certification.
j) If a certified manufacturers certification is suspended; its certificate cancelled, withdrawn or discontinued, it is the certified manufacturer's responsibility to discontinue the use of the Certification Scheme Mark from the date from which the certificate stands suspended, cancelled, and withdrawn or discontinuation comes into force. The certification bodies that have certified the product manufacturer/importers needs to ensure compliance as stated above.
k) The certified product manufacturer/importers shall sign a legally enforceable agreement with the BVIPL whereby it is allowed to use the Certification Mark after agreeing to all the relevant conditions as described in this document.
l) The certified product manufacturer shall pay an annual fee to BVIPL, for the use of product certification Scheme Mark as prescribed from time to time. This payment shall be made to Bureau Veritas (India) Private Limited.

## *8. Process For Signing of Contract Between BVIPL & The Certified Product Manufacturer*

8.1 Once the product manufacturer is certified by the BVIPL, the certification body shall require the certified product manufacturer/importers to fill up in duplicate the contract form, template which is enclosed in Annexure I to this document.

8.2 BVIPL will send the format , for the purpose of signing and completing the contract formalities. Along with the contract form, BVIPL shall also forward the details of the certified manufacturer to NABCB , covering minimum following information:

a. Name and address of the certified manufacturer.
b. Legal entity Status (with evidence).
c. Names of the top management/ownership details.
d. Details of the Certification granted – number, validity, etc.
e. Scope of certification granted to the certified manufacturer. Any other significant detail as considered relevant.

8.3 Upon receiving the signed contract form and once the acceptance of using the mark by BVIPL, the signed contract will be sent to manufacturer.

8.4 The administration fee for the certification cycle (5 years) for use of product Certification Scheme Mark to be submitted to BVIPL.

8.5 Bureau Veritas (India) Pvt Ltd shall also make provision for informing NABCB, about any changes in the certification status, like suspension, withdrawal, etc.

8.6 The contract between client and the certified agency shall be valid as long as the manufacture holds valid certification under the product scheme or unless otherwise advised to do so.

## *9. Rights and Duties of Certified Client additionally applicable*

BVIPL Industry shall ensure their certification agreement require that the client comply with the following:

1. the client makes all necessary arrangements for the conduct of evaluation including provision for examining documentation and access to records of initial certification, renewal if sought and resolution of complaints by assessors , technical experts for assessments and regulator(s);
2. endeavours to ensure that no certificate or report nor any part thereof is used in a misleading manner;
3. if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety.
4. in making reference to its product certification scheme in communication media such as documents, brochures or advertising, complies with the requirements of BVIPL.
5. keeps a record of all complaints and adverse incident reporting made known to the client relating to the compliance with certification requirement and to make these records available to BVIPL when requested, and make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation body assessors. Regulators or trainee evaluators);
6. makes claims regarding certification only in respect of the scope for which certification has been granted;
7. upon suspension or cancellation/withdrawal of certification, discontinues its use of all advertising matter that contains any reference thereto and returns as required by the certification scheme any certification documents and takes any other measure.
8. the liability on account of non-conforming product shall rest with the certified entity;
9. takes appropriate action with respect to such complaints and any deficiencies found in products and services that affect compliance with the requirements for certification; - records the actions taken.
10. The client shall inform BVIPL , without delay, of matters that may affect ability to conform to the certification requirements. These shall include changes in the legal, commercial, organizational status or ownership,
11. organization and management (e.g. key managerial, decision making or technical staff) contact address and production sites/premises,
12. Modifications to the major inputs or other materials with potential to affect the product quality and safety; framing practices or the technology and in the internal control measures, which are significant in nature.
13. any other information indicating that the product may no longer comply with the requirements of the product Certification Scheme and certification criteria

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14. In the event of changes affecting the capability to comply with the requirements of the product Certification Scheme as mentioned above, or in the event of changes in the criteria, the certificate shall be processed for cancellation and the client shall agree for the same and apply afresh.
15. the confidentiality of information obtained or created during the course of certification activities. It shall also be part of the certification agreement.
16. Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on BVIPL Industry's behalf, shall keep confidential all information obtained or created during the performance of the BVIPL Industry's activities. There shall be a mechanism such as obtaining signed confidentiality agreements, etc. for ensuring the same.
17. BVIPL Industry shall use equipment and facilities that ensure the secure handling of confidential information (e.g. documents, records).
18. When confidential information is made available to other bodies (e.g. accreditation body, agreement group of a peer assessment scheme), BVIPL Industry shall inform its client of this action, in advance, through terms & conditions, etc.
19. When BVIPL receives information about the client obtained from sources other than the client (e.g. complainant, regulators), this shall be treated as confidential, if any contractual obligations exist between two parties.
20. The contract between applicant and the certified agency shall be valid as long as the client holds valid certification under the product scheme or unless otherwise advised to do so.

## Annexure I - Application for use of BV Scheme Mark

Annex 1- Application for Use of BV Scheme

## Annexure II Agreement for use of BV Scheme Mark

Annex 2 - Agreement for Use of BV Scheme

****Note: Annexure I & II required to be referred from BV_ISA Railway Product website mentioned above.**