

1. PURPOSE

- 1.1. UAS manufacturers that have been certified under the CS for UAS Scheme by the QCI approved certification bodies or by an NABCB accredited CB are allowed to use the Certification Mark. The certified manufacturer is required to enter into a written contract with QCI, the Scheme Owner that guides the use of the UAS Scheme Mark for Certified documents.
- 1.2. This document describes the rules for use of the Scheme Mark for UAS by the certified UAS Manufacturer & Rights and Duties of Certified Clients (Manufacturer of Drone)
- 1.3. The Scheme Mark is a protected mark owned by QCI & BV Respectively, indicating that the UAS Manufacturer are in conformity with specified certification criteria under the scheme.
- 1.4. For the purpose of clarity, the CBs are the “authorised testing entity” mentioned in the Drone Rules 2021. The certification body / authorised testing entity means an entity authorised by the Director General or the Quality Council of India for the purpose of testing unmanned aircraft system for Type Certificate.

2. SCOPE

This procedure describes rules for the use of: Mark of Accreditation Body (AB)

This procedure is complemented by additional rules of UAS. Mark is the propriety of the Accreditation Body or scheme owner.

The procedure is applicable to Certified Clients (Manufacturer of Drone) of UAS. This Procedure covers requirements for use of the Mark with respect to certified UAS as per the requirements of CS for UAS.

3. MAINTAINANCE

The TIQ Manager maintains this procedure.

4. RESPONSIBILITY

The Certification Manager / Technical Manager shall be responsible.

References

Mandatory Guidance on the application of IS/ISO/IEC 17065

Procedure on BVIL Web- <https://www.bureauveritas.co.in/your-needs/UAS-Unmanned-Aircraft-System>

Use of . and Scheme mark procedure,

BVIL Internal Procedure 06 for Handling Appeals and Complaints -- IND.TIQ.PC01.Compl. &App.01 BVIL

Internal Procedure 08 Procedure for Control of Records --- IND.TIQ.PC01.COR.01 Certification Process of Gazette notification S.O. 347(E) dt. 26th January 2022.

Type 1A for type testing as per 17067:2012.

5. PROCEDURE

Local UAS certified entity can use the AB Mark & CB Mark following the rules defined by AB/CB . BVIL can advertise and promote services or activities that are within the scope of its accreditation.

The client cannot use the AB Mark & CB Mark, unless otherwise the contract is signed between the manufacturer and QCI for Scheme Mark and Manufacturer & BV for ., facilitated through certification body.

Details will be shared once Certified Clients (Manufacturer of Drone) agreement is signed, so that Client can start using. additionally to Scheme Mark.

5.1 Client has to comply that,

- › to complete the certification agreement
- › to pay the fees.
- › to provide information about the changes to the certified product for example –
- › (the legal, commercial, organizational status or ownership, organization and management (e.g. key managerial, decision-making or technical staff), modifications to the product or the production method, contact address and production sites, major changes to the quality management system.)
- › to provide access to certified product for surveillance activities.
- › Any changes in the scheme informed by CB has to be complied by manufacturer for certified product.
- › The requirement is directly specified in the standard or normative standard identified in the scheme.
- › Once the Type product is certified same methodology to be applied for the certified product in ongoing process.
- › The certificate is traceable to procedure available on BV Website
- › If any ambiguity in the 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 certificate.

5.2 Bureau Veritas has issued the conditions for use of its certificate as part of the QCI & BV certification agreement available on BV Website as Use of Scheme and ., these conditions require,

- › Controlled use/display of certificate/./ (It is clearly spelt out that the mark/ shall not be used on a product or product packaging as seen by the customer, in any other way that may misleading information).
- › that the organization conforms to the requirements of Bureau Veritas when referring 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 if certification has been reduced.
- › that the organization does not allow reference to its management system certification to be used in such a way as to imply that Bureau Veritas certifies the product (inclusive of any service involved) or process
- › That the Organization does not imply that the certification applies to activities that are outside the scope of 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.
- › Client Require that the Certification Mark is affixed only on transaction documents and products that are covered under the scope of the certification. The Client are not allow the accreditation mark to be used on certified products.

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

5.4 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

6. PREREQUISITES FOR UAS SCHEME MARK.

- 6.1 The UAS manufacturers that have been certified under the Scheme by Bureau Veritas (India) Private Limited, are eligible to use UAS Scheme Certification Mark.
- 6.2 As per the contract between the Scheme owner (QCI) and Bureau Veritas (India) Private Limited, the certified UAS manufacturer shall be required to formally sign an agreement with QCI & BV for the use of UAS Scheme Mark. Soon after the certification, the certified organization shall sign the contract with QCI & BVIL in the prescribed format.
- 6.3 The applicants shall submit their applications for the use of Scheme Mark . in the prescribed format enclosed vide Annexure I & III. Soon after the UAS certification, the UAS manufacturer shall sign an agreement with QCI & BVIL in the prescribed format. This process shall be facilitated by Bureau Veritas (India) Private Limited
- 6.4 Bureau Veritas (India) Pvt Ltd shall make provision for the same in its system for certification under UAS Scheme and shall make this requirement a part of its legally enforceable contract with the Certified Clients (Manufacturer of Drone).
- 6.5 The certified UAS manufacturer shall sign a legally enforceable agreement with QCI & BVIL in the format enclosed vide Annexure II and IV, based on which it will be allowed to use the Certification Mark. This will be executed only after the successful grant of Type Certificate by DGCA.

7. UAS SCHEME CERTIFICATION MARKS AND CERTIFICATE

- 7.1 Client shall not use the Mark and shall not make any statement in labelling which in the opinion of BVIL or QCI /NABCB is misleading or is infringement of any specific requirement of BVIL or QCI/NABCB. This means that the certificate, reports and other associated documentation must not be used in a misleading manner, which can bring QCI/NABCB or Bureau Veritas into disrepute.
- 7.2 The combination of products and parts, which each comply with applicable certification criteria for UAS, does not always constitute a finished product that has to comply itself as a whole with certification criteria for UAS. 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 UAS as such. The manufacturer of UAS is responsible for ensuring that the UAS model complies with all the requirements of the certification criteria for UAS. The fact that components or parts are duly certified by a Scheme Mark . under any certification marking scheme for safety, security and air worthiness of the UAS, 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 UAS, must be considered as a new product.

UAS which have 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 UAS would need to undergo conformity assessment again.

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

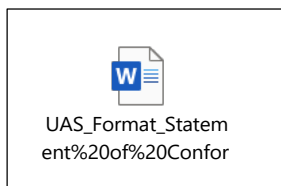
In this scheme, one or more samples of the product are subjected to the determination activities. A certificate of conformity or other statement of conformity (e.g. a letter) is issued for the product type, the characteristics of which are detailed in the certificate, or a document referred to in the 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.

The UAS manufacturer may apply for Scheme Mark. as available under the UAS Scheme as detailed in Section

- 7.3 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.
- 7.4 The certified UAS manufacture shall be issued a certificate by Bureau Veritas (India) Private Limited (Here it is statement of conformity), Scheme Mark will be communicated by QCI once the Agreement related to use of Mark is Signed.



8. CONDITIONS FOR USE OF UAS SCHEME MARK.

8.1 Following conditions shall apply for use of UAS Scheme Certification Mark,

- › While using mark care shall be taken to ensure that the Mark is used only with respect to the UAS manufacturer certified and it shall not give the impression that the non-certified, other than certified scope of UAS, products from offices are not included in scope or a related company are also certified.
- › The certified UAS manufacturer shall not make any misleading claims with respect to the certification mark.
- › The Client / CB Applicant shall not apply the Certification Mark on documents prior to grant of certification
- › It shall not use the Scheme Mark in such a manner as to bring the Scheme Owners, QCI, or DGCA, into disrepute.
- › The certified manufacturer, upon suspension or withdrawal of its certification, shall discontinue use of the Certification mark, in any form.
- › The UAS manufacturer, upon suspension or withdrawal of its certification, shall discontinue use of all advertising matter that contains any reference to its certification status.
- › In case the Scheme Mark is observed to be used by a certified UAS 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 documents “UAS Certification Scheme, Certification Process” and “UAS Certification Scheme Requirements for Certification Bodies”.
- › 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 UAS manufacturer/Importer does not take suitable action to address, the wrong use of the Certification Mark, Bureau Veritas (India) Pvt Ltd may suspend/withdraw the certification.

- › If a certified manufacturer's certification is suspended; its certificate cancelled, withdrawn or discontinued, it is the certified manufacturer's responsibility to discontinue the use of the 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 UAS manufacturer/importers need to ensure compliance as stated above.
- › The certified UAS manufacturer/importers shall sign a legally enforceable agreement with the QCI & BVIL whereby it is allowed to use the Scheme Mark after agreeing to all the relevant conditions as described in this document.
- › The certified UAS manufacturer shall pay an annual fee to QCI & BV, for the use of UAS Scheme Mark as prescribed from time to time. This payment shall be made to Bureau Veritas (India) Private Limited for onward submission to QCI.
- › Incorrect references to certification or misleading use of marks, shall be addressed by actions such as but not limited to: Corrective actions, Withdrawal of certificate, Publication of the transgression, Legal action.
- › The Client cannot use the information that he's certified on: Laboratory test, Calibration reports, Inspection reports, Certificates Because they are considered as products in this context.

9. PROCESS FOR SIGNING OF CONTRACT BETWEEN QCI & THE CERTIFIED UAS MANUFACTURER

- 9.1 Once the UAS manufacturer is certified by the QCI approved/ NABCB accredited certification bodies, the certification body shall require the certified UAS manufacturer/importers to fill up in duplicate the contract form, template for which is enclosed in Annexure I & III to this document.
- 9.2 Bureau Veritas (India) Pvt Ltd shall forward the filled contract form to QCI, for the purpose of signing and completing the contract formalities. Along with the contract form, Bureau Veritas (India) Private Limited shall also forward the details of the certified manufacturer, covering as a minimum the following information:
- › Name and address of the certified manufacturer.
 - › Legal entity Status (with evidence).
 - › Names of the top management/ownership details.
 - › Details of the Certification granted – number, validity, etc.
 - › Scope of certification granted to the certified manufacturer. Any other significant detail as considered relevant.
- Bureau Veritas (India) Pvt Ltd shall also forward the copy of the draft certification document it intends to issue to the certified Manufacturer.
- 9.3 Upon receiving the signed contract form from QCI & BV, the certification body shall issue the certificate, inform the certified UAS manufacturer/importer regarding permission to UAS using the UAS Scheme Mark and also forward the signed contract form to them.
- 9.4 The administration fee for the certification cycle (5 years) for use of UAS Scheme Mark from the certified UAS manufacturer to be submitted to QCI and BV.
- 9.5 Bureau Veritas (India) Pvt Ltd shall also make provision for informing QCI, about any changes in the certification status, like suspension, withdrawal, etc.
- 9.6 The contract with QCI & BV and the Certified Clients (Manufacturer of Drone) shall be valid as long as the manufacturer holds valid certification under the UAS Scheme or unless otherwise advised to do so.

10. Rights and Duties of Certified Clients (Manufacturer of Drone) & BV, Additional Requirements of Unmanned Aircraft Systems (UAS)

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

- › Does not use its certification in such a manner as to bring BVIL Industry into disrepute and does not make any statement regarding its certification which BVIL Industry may consider misleading or unauthorized.
- › Always fulfil the certification requirements including product specific requirement as specified in the document “Certification Criteria – UAS Certification Scheme”, the certification process described in the document “Certification Process – UAS Certification Scheme”, the applicable regulatory requirements, the requirements specified in this document, as applicable and the changes in them as communicated by the BVIL Industry time to time.
- › 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 (SO (QCI)/NABCB), technical experts for assessments and regulator(s);
- › Endeavours to ensure that no certificate or report nor any part thereof is used in a misleading manner.
- › if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety.
- › 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 BVIL Industry when requested, and
- › Make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation body assessors. Regulators or trainee evaluators).
- › Makes claims regarding certification only in respect of the scope for which certification has been granted.
- › 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.
- › The liability on account of non-conforming product shall rest with the Certified Clients (Manufacturer of Drone);
- › 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, the client shall inform BVIL, 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,
- › Organization and management (e.g. key managerial, decision making or technical staff) contact address and production sites/premises,
- › 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.
- › Any other information indicating that the product may no longer comply with the requirements of the UAS Certification Scheme and certification criteria.

- › In the event of changes affecting the capability to comply with the requirements of the UAS 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.
- › Clients shall maintain records of complaints received and their resolution and inform the CB of the same.
- › In addition to the requirements as specified above, the requirements specified proposal clause no.4 shall also be part of the agreement with the client.
- › The confidentiality of information obtained or created during the course of certification activities. It shall also be part of the certification agreement.
- › Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on BVIL Industry's behalf, shall keep confidential all information obtained or created during the performance of the BVIL Industry's activities. There shall be a mechanism such as obtaining signed confidentiality agreements, etc. for ensuring the same.
- › If a CB incorrectly claims accredited status for statement of conformity issued before appropriate accreditation has been granted, the accreditation body shall subsequently withdraw them and also impose any other sanctions as deemed Appropriate.
- › BVIL Industry shall have available and use equipment and facilities that ensure the secure handling of confidential information (e.g. documents, records).
- › When confidential information is made available to other bodies (e.g. accreditation body, agreement group of a peer assessment scheme), BVIL I shall inform its client of this action, in advance, through agreements, etc.
- › Information about the client obtained from sources other than the client (e.g. from the complainant or from regulators) through the evaluation process, if used for certification decision by BVIL shall be made known to the client.

The contract with QCI and certification body and the Certified Clients (Manufacturer of Drone) shall be valid as long as the Client holds valid certification under the UAS Scheme or unless otherwise advised to do so.

Annexure I Application for use of Scheme Mark



Annexure I
Application for use

Annexure II Agreement for use of Scheme Mark



Annexure II
Agreement for use

****Note: Annexure I to II required to be referred from BV_UAS website mentioned above.**