

Annexure 4
AGREEMENT FOR CERTIFICATION SERVICES
Additional Requirements of
UNMANNED AIRCRAFT SYSTEMS (UAS)

1.0 Requirements for the clients to Comply with UAS Requirements

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

- i. Always fulfil the certification requirements including product specific requirement as specified in the document “Guidelines for Certification Criteria”, the certification process described in the document “Unmanned Aircraft Systems (UAS) Scheme Certification Process”, the applicable regulatory requirements, the requirements specified in this document, as applicable and the changes in them as communicated by TQ Cert from time to time.
- ii. The liability on account of non-conforming product shall rest with the certified entity;
- iii. 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, scheme owner (QCI), NABCB, technical experts for assessments and regulator(s);
- iv. Make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation body assessors. Regulators or trainee evaluators);
- v. Makes claims regarding certification only in respect of the scope for which certification has been granted;
- vi. Does not use its certification in such a manner as to bring TQ Cert into disrepute and does not make any statement regarding its certification which TQ Cert may consider misleading or unauthorized;
- vii. 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;
- viii. Endeavours to ensure that no certificate or report nor any part thereof is used in a misleading manner;
- ix. If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety
- x. In making reference to its UAS Certification Scheme in communication media such as documents, brochures or advertising, complies with the requirements of TQ Cert if applicable;
- xi. Applies a Certification Mark to each certified UAS, or to product packaging, or on information accompanying each product, if applicable

- xii. 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 TQ Cert when requested, and
 - 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.
 - xiii. The client shall inform TQ Cert, 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.
- 2.0 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 statement of conformity shall be processed for cancellation and the client shall agree for the same and apply afresh.
- 3.0 Clients shall maintain records of complaints received and their resolution and inform TQ Cert of the same.
- 4.0 In addition to the requirements as specified above, the requirements specified vide clauses 5.0 shall also be part of the agreement with the client.
- 5.0 Use of Certificates and Certification Mark of Conformity**
- i. TQ Cert shall ensure that the Certification Mark is affixed only on transaction documents and products that are covered under the scope of the certification. TQ Cert should not allow the accreditation mark to be used on certified products.
 - ii. TQ Cert shall document clear instructions regarding appropriate use of Certification Mark and for providing information about certification status by its clients. It shall also identify the aspects that would be considered as misleading and unauthorized as relevant to the UAS Certification Scheme.

The certification agreement shall make appropriate cross references to the above document, so as to make it legally binding.

- iii. TQ Cert shall ensure that the applicants are not applying the Certification Mark on documents prior to grant of certification.
- iv. TQ Cert shall have procedures to ensure that its UAS Certification Mark are not used in a way that may be likely to confuse or mislead the market. In case, as per the requirements of the UAS Certification Scheme, the certified UAS is allowed to include the Mark in off-site products, then TQ Cert shall have clear procedures to ensure that the advertisement and other claims made by the manufacturer does not create an incorrect impression regarding the certification status of the other product not covered under the scope of certification.
- v. TQ Cert should have documented procedures to ensure a traceable link from its Certification Mark to the relevant certification requirements
- vi. TQ Cert shall have documented procedures for the use of its Certification Mark (see also ISO/IEC 17030), and the measures to be adopted in case of non-compliances to specified requirements with respect to use of Certification Mark, misuse, including false claims as to certification and false use of TQ Cert and accreditation body marks and these shall be part of its agreement with the UAS manufacturer. The procedure shall include the process steps and the actions (including penal actions as relevant), TQ Cert intends to take in the event of observing misuse/misleading use of UAS product certificates and Certification Marks. The above aspects shall be part of its agreement with the certified clients.
- vii. In case TQ Cert runs more than one product certification schemes, then it may have a procedure specifying generic requirements common to all schemes and in line with the requirements of ISO/IEC 17065:2012 and the specific requirements as specified for UAS Certification Scheme.
- viii. If TQ Cert incorrectly claims accredited status for statement of conformity's issued before appropriate accreditation has been granted, the accreditation body shall subsequently withdraw them and also impose any other sanctions as deemed appropriate.

6.0 CONDITIONS FOR USE OF UAS SCHEME CERTIFICATION MARK

6.1 Following conditions shall apply for use of UAS Scheme Certification Mark

- i. The Certification 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 Mark, etc.
- ii. The UAS manufacturer may also use the UAS certificate issued by TQ Cert as part of publicity material.
- iii. While using the above documents care shall be taken to ensure that the Mark is used only with respect to the UAS model 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.
- iv. The UAS manufacturer shall not make any misleading claims with respect to the Certification Mark.
 - v. It shall not use the Certification Mark in such a manner as to bring the Scheme Owners or QCI or DGCA, into disrepute.
 - vi. The UAS manufacturer, upon suspension or withdrawal of its certification, shall discontinue use of the Certification mark, in any form.
 - vii. 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.
 - viii. In case the Certification Mark is observed to be used by a UAS Manufacturer contrary to the conditions specified, suitable actions shall be taken by TQ Cert in accordance with the relevant requirement of ISO 17065 and those specified in the documents “UAS Certification Scheme Certification Process” and “UAS Certification Scheme Requirements for Certification Bodies”.
 - ix. 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 UAS manufacturer/Importer does not take suitable action to address the wrong use of the Certification Mark, TQ Cert may suspend/withdraw the certification.
 - x. If a manufacturer's certification is suspended; its certificate cancelled, withdrawn or discontinued, it is the UAS manufacturer's responsibility to discontinue the use of the Certification Mark from the date from which the certificate stands suspended, cancelled, and withdrawn or discontinuation comes into force. The TQ Cert that have certified the UAS manufacturer/importers needs to ensure compliance as stated above.
 - xi. The UAS manufacturer/importers shall sign a legally enforceable agreement with the SO, QCI whereby it is allowed to use the Certification mark after agreeing to all the relevant conditions as described in this document.
 - xii. The UAS manufacturer shall pay an administration fee for the certification cycle (5 years) to QCI, for the use of UAS Scheme Certification Mark as prescribed from time to time. This payment shall be made to TQ Cert for onward submission to QCI

7.0 Upon receipt of certification, the Organization

- shall conform to the requirements of TQ Cert when making references to its certification status to any communication media such as the internet, brochures, advertising or other documents
- shall not make or permit any misleading statement regarding its certification and shall endeavor to ensure that no certificate or report nor any part thereof is used in a misleading manner

- does not use or permit the use of certification document or any part thereof in a misleading manner that would bring TQ Cert and / or certification system into disrepute and lose public trust. Use of the mark / certificate shall be restricted to the organisation and may not be transferred to third parties or successors by the organisation without the express permission of the TQ Cert. If such transfer is desired, a corresponding application shall be submitted. Where relevant, a fresh audit shall be conducted by TQ Cert.
- shall use its certification to indicate conformity of the system to the standard and not for the approval of the products or services or processes. TQ Cert mark may only be used by the organisation and in direct conjunction with the organisations name or company mark. organisation shall not use mark or logo on a product or product packaging as seen by the customer, in any other way that may be interpreted as denoting product conformity or TQ Cert certified the product or process.
- should action be taken against the TQ Cert according to the principles of product liability because of contractually wrongful use of the TQ Cert mark / certificate by the organisation, the organisation shall be obliged to indemnify the TQ Cert for any claims by third parties. The liabilities shall be limited to the fees charged by TQ Cert. The same shall apply in cases where action is taken against the TQ Cert by third parties on account of advertising claims by the organisation.
- shall not imply that certification applies to activities which are outside the scope of certification
- shall not misuse certification and / or logo which affects the reputation of the Organization and TQ Cert.
- shall continue to comply and maintain the certification requirements and to continually improve the system.
- In no case, the mark shall be used to imply that the product is certified.
- shall comply with any changes communicated
- Organisation shall not use its marks for laboratory or calibration or inspection reports.
- the organisation shall be obliged to notify the TQ Cert of any changes and activities including:
 - legal, commercial, organizational status or ownership
 - Key changes in the Organizational structure or Management Personnel
 - Contact addresses and sites
 - Changes in the scope of certified Management systems
 - Major changes in Management systems or processes any others when required by TQ CERT
 - The logo shall not be used on the packaging of a product, labels, publicity material, written announcements etc that in any way suggests that the TQ Cert or the accreditation body have certified or approved any product, process or service of the certified body or in any other misleading manner.

- The logo shall not be displayed on vehicles except in publicity material like part of a large advertisement
- The logo shall not be displayed on buildings and flags
- The logo shall not be used on visiting cards

8.0 Termination of the right of use

The organisation's entitlement to use the TQ Cert mark and the certificate shall end with immediate effect without the need for notice of termination if

- the certificate is suspended or withdrawn, it shall return and / or restrain using all advertising material containing references to certification documents
- the organisation fails to notify the TQ Cert without delay of any changes in the circumstances of his facility which are of major importance for the certification or of any impending changes.
- wrongful use is made of the certificate,
- the result of the surveillance audits indicate that maintenance of the certificate is no longer justified,
- bankruptcy proceedings are instituted against the organisation's assets or an application for bankruptcy proceedings against him is rejected owing to lack of assets,
- surveillance audits are not possible for reasons attributable to the organisation
- the certification or maintenance of the certificate is prohibited under administrative law or by court order.
- On termination of the right of use, the organisation shall be obliged to return the certificate to TQ Cert.

9.0 Changes affecting certification

9.1 Shall agree to implement the changes in processes and product, necessitated by the changes When the certification scheme introduces new or revised requirements both in Certification criteria and Certification process requirements that affect the manufacturing unit

TQ Cert shall ensure these changes are communicated to all applicants and the certified units. TQ Cert shall verify the implementation of the changes by its applicants and certified units and shall take actions required by the scheme.

9.2 Following decision on, and publication of, the changed requirements, TQ Cert shall verify that each certified unit makes necessary adjustments within such time as, in the opinion of TQ Cert, is reasonable, unless the Certification Scheme owner itself has decided the time lines. The verification may involve steps like onsite re-evaluation, testing of samples in an independent laboratory, evaluation, review and decision and issuance of revised formal certification documentation to extend or reduce the scope of certification, etc. In case the changes necessitate

changes in IQAP, TQ Cert shall review and revise the IQAP and make necessary revision in the Certification agreement to reflect the revised IQAP. The records shall provide justification for choice of activities chosen for the purpose verification of changes.

- 9.3 The certified unit shall also be bound by the certification agreement to inform TQ Cert about changes initiated by it; including changes in process and product design, changes in technology of manufacturing, changes in IQAP, etc; which have the potential to affect the Product compliance to the certification criteria, and the approvals received from the Licensing authority. Based on the nature of changes informed, TQ Cert shall decide the verification activities, which may include the activities as stated in clauses 5.5 and all other process steps, as relevant.
- 9.4 When the certification scheme introduces new or revised requirements both in CS for UAS, Certification Criteria and Certification Process requirements that affect the applicants and the UAS manufacturer, TQ Cert shall ensure these changes are communicated to them.
- 9.5 TQ Cert shall advise the applicant and the UAS manufacturer as relevant to apply for certification limited to delta compliance which shall be processed accordingly. Delta Compliance covers specific type test schedule which shall take care of all the aspects including safety and security of the equipment pertaining to the requested changes.
- 9.6 The contractual agreement with the manufacturer certified under this Scheme shall have clearly defined clause which shall make it mandatory for the applicant/UAS manufacturer to submit an application for certification to verify delta compliance necessitated due to changes in the certification criteria and certification process requirement.
- 9.7 The UAS manufacturer shall be bound by the certification agreement to inform TQ Cert about changes initiated in the UAS module by the UAS manufacturer

10.0 Suspension and Cancellation of certificate

10.1 Suspension of certificate

10.1.1 TQ Cert shall issue due notice of at least one week for suspension of certification to the unit. In case of serious failures, the notice may not be required.

10.1.2 A Suspension is issued when:

- a non-certified UAS model is marketed as a certified model;
- adverse event/incident reporting and or complaints are received

- failure of any model of UAS to comply to the certification requirements at the time of renewal
- the certified client has voluntarily requested a suspension or withdrawal.
- Any other administrative reason like non-payment of fee etc.

10.1.3 TQ Cert shall issue due notice of at least one week for suspension of certification to the certified manufacturer.

10.1.4 The UAS manufacturer shall be informed that the certification has been recommended for suspension (for partial or complete for a particular scope of certification) and while under suspension, the UAS manufacturer certificate is temporarily invalid. The UAS manufacturer shall be advised to suspend operation of particular UAS and not to make any misleading claims during the period of suspension and should advise relevant existing and potential purchasers regarding the status of certificate, and ceases to use the certification mark that may be used in publicity material, pamphlet, letterheads, other similar stationary, media for exchange of any communication, for promoting the awareness of the scheme since the date of notification of suspension.

10.1.5 On receipt of instructions for suspension of certificate, the UAS manufacturer shall suspend using the UAS certification mark on that may be used in publicity material, pamphlet, letterheads, other similar stationary, media for exchange of any communication, for promoting the awareness of the scheme with immediate effect and proceed for the reduction of Scope. If desirous, the manufacturer shall apply afresh for the models that have been removed from the scope of certification.

10.1.6 TQ Cert shall ensure that the UAS manufacturer has procedures in place to ensure that a non-certified UAS model, shown as to be a certified UAS model shall be recalled.

10.1.7 While under suspension, TQ Cert shall ensure that despatches of certified UAS models are withheld.

10.1.8 The information about the suspension and withdrawal of certification shall be made publicly available by TQ Cert on its website

10.1.9 TQ Cert shall recommend the revoke of suspension of certificate to DGCA, only in case if it is due to administrative reasons, the same shall be revoked when the manufacturer has taken suitable action which have been verified and found suitable by the TQ Cert

10.1.10 Suspension shall not exceeds a period of six months. The UAS manufacture's inability to resolve issue related to reasons for administrative reasons to suspension within this period shall lead to cancellation of certification by DGCA.

10.1.11 TQ Cert shall recommend for the withdrawal of the certificate to the DGCA at the request of the UAS manufacturer, if the production in the USA manufacturer's premises can no longer be carried due to reasons of natural calamities such as flood, fire, earthquake etc., lock out declared by the management, or closure of business operations etc

10.2 Cancellation of certification

10.2.1 A Cancellation shall be issued when:

- Certified unit contravenes the terms and conditions of certification and provisions of CS for UAS Scheme;
- UAS Models failed to comply to the certification criteria

10.2.2 TQ Cert shall recommend of cancelling the certificate at the request of the UAS manufacturer/app carried due to reasons of natural calamities such as flood, fire, earthquake etc., lock out declared by the management, or closure of business operations etc.

11.0 Confidentiality

11.1 The confidentiality of information obtained or created during the course of certification activities. It shall also be part of the certification agreement.

11.2 Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on the TQ Cert's behalf, shall keep confidential all information obtained or created during the performance of the TQ Cert's activities. There shall be a mechanism such as obtaining signed confidentiality agreements, etc. for ensuring the same.

11.3 TQ Cert shall have available and use equipment and facilities that ensure the secure handling of confidential information

11.3 When confidential information is made available to other bodies (e.g. accreditation body, agreement group of a peer assessment scheme), TQ Cert shall inform its client of this action, in advance, through agreements, etc.

11.4 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 TQ Cert shall be made known to the client.

11.5 In case of transfer of certificate or application, when the client decides to move from one Certification Body to another Certification Body, TQ Cert Services Pvt Ltd to which the client is now moving may ask the previous Certification Body for information on the reasons for such movement or the performance of the client with respect to the certification requirements. The previous Certification Body

shall be obliged to share this information within a reasonable time, not exceeding 10 days from the date of receipt of the request. Such information shall not be considered as confidential and TQ Cert Services Pvt Ltd shall inform its client of this requirement, in advance, through agreements, etc

- 12 Manufacturer must ensure timely resolution on Non Conformities and provide all necessary information, Documentation, timely audits etc to ensure the certification process is completed within 60 days from the receipt of the application (as mandated by the Drone Rules 2021).

Applicant hereby accepts and agrees with the above-mentioned terms and the offer letterforms part of this agreement. Ref:

Name of the Company : _____

Address : _____

Signature : _____

Authorised Signatory Name: _____

Title : _____ **Date:** _____

TQ Cert Services Pvt. Ltd.

TQ CERT hereby accepts the above application and agrees to the terms thereof.

Authorized Signatory:

Title : _____ **Date:** _____

