



TQ Cert Services Private Limited

PROCEDURE NO. : UAS-P01

RULES OF USE OF CERTIFICATION MARK

REV.NO.  
01

DATE: 01-02-2022

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**PROCEDURE FOR RULES OF USE OF CERTIFICATION MARK**

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APPROVED BY : CHIEF OF CERTIFICATION

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### 1.0 OBJECTIVE

To exercise control over the use and display of RPAS certificates, certification mark and logos.

### 2.0 Purpose

2.1 UAS models that have been certified by the DGCA after receiving due recommendation from QCI approved certification bodies (CBs) or by an accredited CB are only authorised to use the Certification Mark. The UAS manufacturer is required to enter into a written contract with QCI, the Scheme Owner that guides the use of the UAS Scheme Certification Mark after receiving the Type Certificate by DGCA

2.2 This document describes the rules for use of the Certification Mark for UAS by the UAS Manufacturer.

2.3 The Certification Mark is a protected mark owned by QCI, indicating that the UAS Manufacturer are in conformity with specified certification criteria under the scheme. The "Certification 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".

2.4 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.

### 3.0 SCOPE

The procedure is applicable to all certified clients.

This document covers requirements for use of the Mark with respect to certified UAS as per the requirements of CS for UAS

### 4.0 RESPONSIBILITY

Contract Executive (CE) is responsible to implement this procedure.

### 5.0 PROCEDURE

5.1 It is ensured that

- The logo and certificate are traceable to TQ Cert Services Private Limited



- There is no ambiguity in the logo or certificate or other documents sent to clients as to what has been certified.

**5.2** TQ Cert has issued the conditions for use of its certificate and logo as part of the certification agreement (QMS-F33). 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 TQ Cert when making reference to its certification status in any communication media such as internet, brochures or advertising or any other documents.
- 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 TQ Cert.
- That the organization amends all its advertising matter when the scope of 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 TQ Cert 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 TQ Cert or the certification system into disrepute and loss of public trust.

**5.3** TQ Cert does not permit its marks to be applied to laboratory tests, calibrations or inspection reports.

**5.4** CE 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 RPAS SCHEME CERTIFICATION MARK**

**5.1** The UAS manufacturers that have been granted the Type Certificate by DGCA after considering the statement of conformity (Annexure III) granted under the Scheme by TQ Cert, are eligible to use UAS Scheme Certification Mark.

**5.2** As per the contract between the Scheme owner (QCI) and the TQ Cert, the UAS manufacturer shall be required to formally sign an agreement with QCI for the use of UAS



Scheme Certification Mark. Soon after the certification by DGCA, the organization shall sign the contract with QCI in the prescribed format.

**5.3** The applicants shall submit their applications for the use of Certification Mark in the prescribed format enclosed vide Annexure I once they are issued with statement of conformity from TQ Cert and it is submitted to the DGCA. Soon after the UAS certification, the UAS manufacturer shall sign an agreement with QCI in the prescribed format. This process shall be facilitated by the QCI approved / TQ Cert.

**5.4** The QCI approved / TQ Cert 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 client.

**5.5** The UAS manufacturer shall sign a legally enforceable agreement with QCI in the format enclosed vide Annexure II, 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.

**6. UAS Scheme Certification Marks and Statement of Conformity (Annexure III)**

**6.1** A 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 the all the requirements of the certification criteria for UAS. The fact that components or parts are duly certified by a Certification 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, shall 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 under for 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 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 item are not covered by the TQ Cert'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.



TQ Cert 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 UAS manufacturer may apply for Certification Mark as available under the UAS Scheme as detailed in Para 2.1.

- 6.2** The Certification Mark may be used as any photographic reduction or enlargement. The colour scheme of the Marks shall be the same as described below. Different combination of the colour scheme shall not be used.
- 6.3** The UAS manufacture shall be issued a certificate by the certifying TQ Cert which carries the appropriate mark.

**7. Conditions for use of UAS Scheme Certification Mark**

**7.1** 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 manufacturers 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.

**8. Process for signing of contract between QCI and the UAS Manufacturer**

**8.1** Once the UAS manufacturer is recommended by the TQ Cert for issuance of certificate from DGCA, the certification body shall require the UAS manufacturer/importers to fill up in duplicate the contract form, template for which is enclosed in Annexure I to this document.

**8.2** TQ Cert shall forward the filled contract form to QCI, for the purpose of signing and completing the contract formalities. Along with the contract form, TQ Cert shall also forward the details of the UAS manufacturer, covering as a minimum the following information:

- i. Name and address of the UAS manufacturer.
- ii. Legal entity Status (with evidence).
- iii. Names of the top management/ownership details.
- iv. Details of the Certification granted number, validity, etc.
- v. Scope of certification granted to the certified manufacturer.

Any other significant detail as considered relevant

TQ Cert shall also forward the copy of the draft certification document it intends to issue to the UAS Manufacturer.

**8.3** Upon receiving the signed contract form from QCI, TQ Cert shall wait till the time certificate from DGCA has been issued, subsequently inform the UAS manufacturer/importer regarding permission to UAS using the UAS Scheme Certification Mark and also forward the signed contract form to them.

**8.4** The administration fee for the certification cycle (5 years) for use of UAS Scheme Certification Mark from the certified UAS manufacturer to be submitted to QCI.

**8.5** TQ Cert shall also make provision for informing QCI, about any changes in the certification status, like suspension, withdrawal, etc.

**8.6** The contract between QCI and the certified agency shall be valid as long as the manufacture holds valid certification under the UAS Scheme or unless otherwise advised to do so

**9.0 REFERENCES**

Procedure for Handling Appeals and Complaints --- QMS-P09



Procedure for Appeals and Disputes	---	QMS-P10
Procedure for Document Control	---	QMS-P01
Procedure for Records Control	---	QMS-P01

**10.0 RECORDS**

Contracts Executive maintains the record of agreement with certified clients about the rules for using certification marks and logos (format no. RPAS-F02).



**ANNEXURE I: Format for Application**

**APPLICATION FOR PERMISSION TO USE THE CERTIFICATION MARK**

1	Name of the Applicant	
2	Address	
3	Telephone No	
4	Mobile No	
5	Email	
6	Organization Details	
7	Purpose of Usage	
8	Name of UAS (for which Certification Mark is to be applied) (please specify the UAS, model)	
9	Signature & Date of authorised QCI Personnel	





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## **ANNEXURE II:**

### **Format for the agreement between QCI and the UAS Manufacturer for use of UAS Scheme Certification Mark**

#### **AGREEMENT FOR USE OF UAS CERTIFICATION MARK**

M/s \_\_\_\_\_ (hereinafter referred to as **applicant**) situated at \_\_\_\_\_ has applied to M/s. Quality Council of India 2nd Floor, Institution of Engineers Building, 2, Bahadur Shah Zafar Marg, New Delhi -110002, India (hereinafter referred to as **QCI**), for permission to use **UAS Scheme Certification Mark** for the offices for which it has received certification from **TQ Cert Services Pvt Ltd** approved by QCI under the Certification **Scheme for UAS** (hereinafter referred to as the **Scheme**) owned by the **QCI**.

This agreement is entered in connection with granting of permission to use the certification mark by QCI 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 to pay the administration fee for the certification cycle (5 years) to QCI, through TQ Cert.
- 1.2 The applicant shall agree to comply with conditions of the certification as per its contract with the certification as well as QCI as contained in this contract.
- 1.3 This Scheme aims to certify the UAS manufacturer/importer for their ability to meet the applicable Certification Scheme for UAS certification requirements.
- 1.4 The applicant may use the Certification 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 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 UAS manufacturer/importer and it shall not give impression that the non-certified, 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 UAS Scheme Certification Mark only with respect to the UAS 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 certification mark only during the validity period.
- 1.7 The applicant agrees not to make use of the UAS Scheme Certification Mark or name of QCI which could be misleading or unacceptable to QCI.
- 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 QCI or the Scheme into disrepute and/or lose public trust.  
The applicant agrees to inform QCI in writing of any significant changes in the applicant's name into disrepute and/or lose public trust



- 1.10 The applicant shall inform QCI, 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 QCI 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 QCI.
- 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 QCI about the applicant and to pay such charge within the time as communicated by QCI.
- 1.14 The applicant agrees 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.
- 1.15 Upon suspension or withdrawal/cancellation of its certification, the applicant shall discontinue use of all advertising material referring to the use of certification marks with immediate effect and submit a declaration to this effect to QCI. It shall also refrain from making claim in any form regarding the certification under the UAS 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 DGCA.
- 2.2 All correspondence of QCI 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 QCI by the client in writing under QCI 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 QCI in case of any loss or liability incurred by QCI in connection with the Scheme or misuse of mark(s) by the applicant.
- 2.5 Disputes, if any, arising out of the terms and conditions of the agreement between QCI and the applicant, shall be governed by Laws of India and subject to the jurisdiction of competent courts located in Delhi.
- 2.6 The applicant shall nominate the chief executive or an authorized signatory for the agreement as the point of contact with QCI.

**a. 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** : \_\_\_\_\_



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**2. Quality Council of India**

**QCI hereby accepts the above application and agrees to the terms thereof.**

**Authorized Signatory** : \_\_\_\_\_

**Name** : \_\_\_\_\_

**Title** : \_\_\_\_\_

**Date** : \_\_\_\_\_