



## Procedure for Use of Certificate and Certification Mark

Doc. code : UCS-MGT-FRM-40

Revision : 00

Issue Date : 12<sup>th</sup> Oct, 2020

Subject	Terms & Conditions
<b>Post Certification Terms and Conditions</b>	<b>Certificates:</b> Certificates of conformity issued by <b>UCS</b> shall be the property of <b>UCS</b> and that these shall be returned to <b>UCS</b> when the certificate is withdrawn.
	<b>Use of Logos and Marks:</b> Right to use Logo is granted and the use of the logo is subject to restrictions. The use of logo / marks does not imply that product / service is Marks certified. Logo and shall not be used during the period of suspension / withdrawal of certificate.
	<b>Voluntary withdrawal:</b> Client may request for suspension / withdrawal of certificate on temporary basis if they feel that their existing system does not comply / conform to the requirements of the standard.
	<b>Suspension withdrawal extension /reduction of Scope:</b> <b>UCS</b> will impose the suspension based on the conditions defined in the certification rules which provides to the client <b>UCS</b> will Suspend and / or Withdraw the certificate if the client fails to meet the requirements of the Standard or Criteria, fees and / or expenses incurred by <b>UCS</b> are not paid / cleared and also in the opinion of the auditor that the terms of business of <b>UCS</b> you are complying with, is not established. The reasons which caused suspension shall be complied within 6 months after this the suspended certificate will be withdrawn. Under the withdrawal of certification the organization shall return the original certification and other related documents
	The client shall agree to inform <b>UCS</b> any changes with respect to Management System, Organizational change including personnel, change of location or address and any additional or deletion of processes / activities.
	Certification is granted and maintained based on the limited sampling audit and <b>UCS</b> shall not be responsible for the client's failure to maintain the implemented documented system.
	<b>Complaints and appeals:</b> You have the right to complain against assessment / findings on decisions taken by. <b>UCS's</b> auditor / independent auditor. The complaint shall be in writing and an independent investigation shall be carried out and the findings of the complaint will be intimated to you. You will also have the right to appeal against any decision taken. Any complaints received from third party will be forwarded to you. The actions taken by you on these complaints shall be notified and communicated to <b>UCS</b> .



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<b>Fundamental Terms</b>	The Organization hereby warrants and covenants with <b>UCS</b> that it will, at all times, during the subsistence of the Agreement comply with all. requirements necessary for the issuance of the Certificate of Registration including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes and similar matters issued by any authority, pursuant to which in compliance of which or for the purpose of which the Certificate of Registration is issued or such other reasonable requirements of <b>UCS</b> as are Necessary to enable the Certificate of Registration to be issued and maintained in force in conformity with <b>UCS's</b> Accredited Quality System Certification Scheme Regulations.
	As a mandatory requirement for continued validity of an Accredited Certificate of Registration, issued by <b>UCS</b> , the Organization, hereby, agrees to its certification or surveillance audit scheduled by <b>UCS</b> , to be witnessed by <b>UCS's</b> Accreditation bodies who's Auditors may accompany <b>UCS</b> audit team as and when required.
	The Organization hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to <b>UCS</b> for the purposes of this Agreement.
	The organization shall ensure that the information provided to <b>UCS</b> . by the organization, relevant to its management system is kept updated and it shall promptly notify <b>UCS</b> of any intended change in its Management system which would significantly affect the effective implementation of its management system. Changes such as contact address and sites, legal status, scope of Certification, organizational structural changes needs to be communicated to the <b>UCS</b> .
	<b>UCS</b> shall inform the client, in advance, of the information it intends to place in the public domain
	All other information, except for information that is made publicly accessible by the client, will be considered confidential by <b>UCS</b> .
	Except as required in this International Standard, is information about a particular client or individual disclosed to a third party without the written consent of the client or individual concerned. Will not be disclosed by <b>UCS</b> .
	<b>UCS</b> have a policy governing any mark that it authorizes certified clients to use. It shall be provided with the certificate.
	Certified organization shall not apply marks to laboratory test, calibration or inspection reports such reports are deemed to be products in this context.



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	In the event of any significant change affecting the activity and operation of the organization, may require to conduct a reassessment for further validity of the certification.
	Organization shall conform to the requirements of <b>UCS</b> when making the references to its certification status in communication with media through internet, brochures or advertising, or other documents.
	Organization shall not use or present the use of certification document in a misleading manner or make such statements.
	Upon suspension and withdrawal of certification, the Organization shall discontinue its use of all advertising matter that contains reference to certification as directed by certification body.
	Organization shall amend all advertising matter when the sector and scope of certification has been reduced.
	Organization shall not allow reference to its management system certification to be used in such a way, as to imply that <b>UCS</b> has certified a product or services or process
	Organization shall not imply that the certification applies to activities that are outside the sector and scope of certification.
	Organization shall not use its certification in such a manner that would bring the certification body and/or certification system into disrepute or loose public trust.
	<b>UCS</b> shall exercise proper control of ownership and shall take action to deal with incorrect references to certification status or misleading use of certification document marks and audit reports. <b>UCS</b> actions include request for correction and corrective action, suspension, withdrawal of certification, publication of the transgression and it necessary, legal action.
	<b>UCS</b> shall provide information of client's, address standard and scope in public domain.
	Only to claim that they are certified with respect to those activities for which it has been granted certification. In case of Test & calibration laboratory management system certification is not equivalent to accreditation (as per ISO/ IEC 17025) of the testing or calibration laboratory and no such claim shall be made.



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	<p>Not to use certification/ Accreditation logos in such manner as to bring <b>UCS</b> into disrepute and not to make any misleading or unauthorized statement or incorrect references (such as claiming certification of locations/ activities/ sites not covered in the scope) with respect to their certification. The customer shall ensure compliance to these requirements while making reference to its registration or use of certification logo/ mark in communication media such as Documents, brochures or advertising. The customer shall follow the logo rules which be supplied along with the certificate, if issued.</p>
	<p>To discontinue the use of all material containing any reference to their certification, if at any time the certification is suspended or cancelled.</p>
	<p>Not to use certification/ accreditation logos to indicate that the product or service is certified by <b>UCS</b>.</p>
	<p>UCS. may at any time, refuse to issue a certificate or suspend or cancel such certificate in circumstances where, in <b>UCS's</b> opinion, compliance with the specified standard/ specification (including not meeting the regulatory requirements) is not maintained on continuous basis or conditions of this contract are not met. In case of cancellation, the customer's name shall be removed from the register of certified companies and such information may be available to public.</p>



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<b>Liability</b>	Except, in the case of deliberate neglect on the part of <b>UCS</b> , its employees, servants or agents, <b>UCS</b> shall not be liable for any loss or damage sustained by any person due to any act of omission or error whatsoever or howsoever caused during the performance of its assessment, certification or other services.
	In the case of neglect, as aforesaid, the limit of any loss, damage or otherwise <b>UCS</b> liability will be limited to an amount not exceeding the maximum fee (if any) charged by <b>UCS</b> for the particular service in respect of which the neglect arose. While the restrictions on liability herein contained are considered by the parties to be reasonable in all the circumstances, if such restrictions taken together or any one of them shall be judged to be unlawful or unenforceable then said restriction shall apply with such words deleted or amended or added.
	The provision of this clause shall not apply to any death or personal injury but the Organization shall maintain at all time adequate insurance sufficient to cover all liability that may arise as a result of any matter arising in pursuant to this Agreement.
<b>Force Majeure.</b>	<b>UCS</b> shall not be liable in any respect, should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen
<b>Confidentiality and fundamentals</b>	Except as may be required by Law, <b>UCS</b> and the Organization will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of this Agreement.
	<b>UCS</b> shall, through legally enforceable agreements, follow policy to safeguard the confidentiality of the information obtained or created during the performance of certification activities at all levels of its structure, including committees and external bodies or individuals acting on our behalf.
	<b>UCS</b> shall inform the Organization; of any information other than brief particulars of the organization about that <b>UCS</b> shall place them, as per then existing practice covering name, relevant nominative document, scope and geographical locations in public domain. All other information, except for information that is made publicly accessible by the Organization, shall be considered confidential.



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	<p>Except as required by the Accreditation Body information of the Organization or any individual shall not be disclosed to a third party without the written consent of the Organization or individual concerned.</p> <p>Where <b>UCS</b> is required by law to release confidential information to a third party, Organization or individual concerned shall, unless regulated by law, be notified in advance of the information provided.</p> <p>Information about the Organization from sources other than Organization i.e. complaints and regulators shall be treated as confidential, consistent with the certification body's policy.</p> <p>Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on the <b>UCS's</b> behalf, shall keep confidential all information obtained or created during the performance of the <b>UCS's</b> activities.</p> <p><b>UCS</b> shall ensure the secure handling of all confidential information including documents and records held by it.</p> <p>When any confidential information is to be made available to any external bodies' i.e. accreditation body, agreement group of per assessment scheme, <b>UCS</b> shall keep the organization informed.</p>
	<p><b>UCS</b> shall provide detailed description of the initial and continuing certification activity, including the application, initial audits, surveillance audits, and the process for granting, maintaining, reducing, extending, suspending, withdrawing certification and recertification and the normative requirements for certification.</p>
	<p><b>UCS</b> shall send information about the fees for application, initial certification and continuing certification in its Quotation</p>
<b>Client organization which is being audited shall</b>	<p>Comply with certification requirements, make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints, and to make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors);</p>



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	<p><b>UCS</b> shall provide documents describing the rights and duties of certified clients, including requirements, when making reference to its certification in communication of any kind in line with the requirements in 8.4 ISO 17021:2011/2015 (Reference to certification and use of marks)</p>
	<p><b>UCS</b> will make publicly available the information on procedures for handling complaints and appeals.</p>
	<p><b>UCS</b> will give its certified clients due notice of any changes to its requirements for certification, and it will verify that each certified client complies with the new requirements</p>
	<p><b>UCS</b> with legally enforceable arrangements to ensure that the certified client informs the certification body, without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification. These include, for example, changes relating to the legal, commercial, organizational status or ownership, organization and management (e.g. key managerial, decision-making or technical staff), contact address and sites, scope of operations under the certified management system, and major changes to the management system and processes</p>
<p><b>Disputes</b></p>	<p>Any disputes or differences arising between the parties to this agreement, other than the payment of agreed fees and expenses chargeable by ..... for its services shall be dealt with in accordance with the Appeals &amp; Complaints procedure incorporated in the ..... 's Accredited Quality Systems Certification Scheme Regulations and is publicly available in the web site. In case(s) of disputes(s) which may arise between the parties with respect to the execution, interpretation and performance of this Agreement, both parties shall do their best to settle in an amicable manner.</p>
<p><b>Certification Recommendation</b></p>	<p>In the event of major non conformities being, Follow up Audit will be conducted and the organization needs to submit a Corrective action plan within 2 weeks. The corrective actions being verified onsite and closed out through a Follow up Audit within 4 weeks of the assessment date, before certification is granted, or as decided by MD, head CR/DM, <b>UCS</b> recommendation for certification is made subject to successful closure of Major Non conformity after the follow up audit.</p>



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	Where the audit has revealed only minor non conformities which need to be addressed through corrective actions, the certification may be recommended subject to the Corrective Action Plan being submitted by the company within 2 weeks together with objective evidences of the corrective actions taken. The corrective actions plan is required to be closed out upon physical verification of the satisfactory implementation at the first subsequent surveillance audit.
	In the case of where “opportunities for improvement” having been recorded during the certification audit, the actions, as applicable, are observed for effectiveness at the subsequent audit visit.
	<b>UCS</b> may perform additional full audit, an additional limited audit, or documented evidence (to be confirmed during future surveillance audits) to verify effective correction and corrective actions.





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### Instructions for use

Following the certification of your ISO management system, you are permitted to use the certificate and certification logos (hereinafter referred to as 'the certification marks') provided by UCS ISO Certification in accordance with the following instructions:

1. The certification marks must not be used on a product or product packaging seen by the consumer, or in any other way which might be interpreted as denoting product, process or service conformity.
2. The use of any statement on product packaging or in accompanying information that the organization has a certified management system, shall in no way imply that the product, process or service is certified by this means and shall include reference to:
  - a. identification of the organization
  - b. the type of management system and the applicable standard
  - c. the certifying body (UCS ISO Certification)

*NB: Product packaging is considered as that which can be removed without damage or disintegration being caused to the product. Accompanying information is considered as separately available or easily detachable.*

3. The certification marks must not be applied to laboratory test, calibration or inspection reports.
4. You must conform to UCS ISO Certification's requirements and brand guidelines when making reference to your certification status or when using the certification marks within any kind of communication media, including the internet, brochures or advertising, or other documents.
5. You must not make or permit any kind of misleading statement regarding your certification, nor permit the use of a certification document, or part thereof, in a misleading manner including, for the avoidance of doubt, any statement which misrepresents the scope or scale of your certification.
6. The organization must not imply that certification applies to any sites or activities beyond those which UCS ISO Certification has specifically agreed to be included.
7. If your certification is withdrawn, suspended or reduced, you must immediately discontinue the use of all advertising matter that refers to the certification, as directed by UCS ISO Certification.
8. If the scope of your certification is reduced, any advertising material affected by this should be amended accordingly.
9. You must not allow your certification to be referred to in any way which implies that you are certifying a product, service or process.
10. You must ensure that your certification is not referred to in a way which implies that it incorporates activities outside the scope of your certification.



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	<ol style="list-style-type: none"><li>11. You must not use your certification in a manner which would bring UCS ISO Certification or its certification system into disrepute and/or lose public trust.</li><li>12. The certification marks should only be used in the colours and sizes provided by UCS ISO Certification.</li><li>13. UCS ISO Certification will take action, including legal action, to deal with any contravention of the above instructions.</li></ol> <p>Where you can use certification marks</p> <ol style="list-style-type: none"><li>1. Marketing material, including brochures, advertisements, case studies, annual reports and Powerpoint presentations.</li><li>2. Websites, e-mails and social media sites.</li><li>3. Corporate stationery, invoices and quotations for work.</li><li>4. Vehicles.</li><li>5. Internal or external buildings.</li><li>6. Flags and banners.</li></ol> <p>Where you cannot use certification marks</p> <ol style="list-style-type: none"><li>1. Goods or products (including services)</li><li>2. Packaging and labels</li><li>3. Test or calibration certificates</li><li>4. Training certificates</li><li>5. Use of other certification marks</li></ol> <p>Other certification marks</p> <p>Whilst an assortment of certification marks can be found on the internet, these must not be used in connection with your UCS ISO Certification certifications.</p>