

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	Duration of Usage	
9	Name of plant manufacturer (for which Certification Mark is to be applied) (please specify the product , or type of products)	
10	Signature and Date	

ANNEXURE II: Format for the agreement between the Certification Body and the certified RMC Plant manufacturer for use of VCS for RMC Plant Certification Mark

AGREEMENT FOR USE OF VCS for RMC Plant 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 VCS for RMC Plant certification mark for the offices for which it has received certification from _____ (name of certification body) approved by QCI under the Voluntary Certification Scheme for RMCPCS (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 (certified organization) 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 Annual fee to QCI, through its certification body.
- 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 RMC Plant manufacturer for their ability to meet the applicable VCS for RMC Plant certification requirements.
- 1.4. The applicant may use the certification mark 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.
- 1.5. The applicant may also use the VCS for RMC Plant certificate issued by the certification body as part of publicity material. The applicant, however agrees to take care, while using the above documents to ensure that the Mark is used only with respect to the RMC Plant manufacturer and it shall not give the impression that the non-certified, other than certified scope products, product from offices not included in scope or a related company are also certified.
- 1.6. The applicant agrees to use the VCS for RMC Plant certification mark only with respect to the RMC Plant manufacturer covered under certification granted to it and will continue to comply with the certification criteria.
- 1.7. 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 of the certificate and when its QCI approval is valid.
- 1.8. The applicant agrees not to make use of the VCS for RMC Plant Certification Mark or name of QCI which could be misleading or unacceptable to QCI.

- 1.9. The applicant agrees to make claims of certification only for the scope which are specifically covered under certification.
- 1.10. 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.
- 1.11. The applicant agrees to inform QCI in writing of any significant changes in the applicant's name, ownership or location for which the applicant has obtained the certification.
- 1.12. The applicant shall inform QCI, without delay, of matters that may affect its ability to conform to the certification requirements.
- 1.13. The applicant agrees to provide any information sought by QCI regarding operation of the Scheme by the applicant.
- 1.14. The applicant agrees that its name, location and the scope of certification is included in the directory maintained and published by QCI.
- 1.15. 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.
- 1.16. 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.
- 1.17. 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 RMCPCS.

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 signing of this agreement.
- 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.
- 2.7. For the RMC Capability Certification Mark and RMC 9000+ Capability Certification Mark, certified plant manufacturer, by affixing the Mark the manufacturer declares on his sole responsibility that the product conforms to all applicable Scheme requirements, and that the appropriate conformity assessment procedures have been successfully completed.
- 2.8. By affixing the Mark on a product, a RMC Capability Certification Mark and RMC 9000+ Capability Certification Mark plant manufacturer is declaring, on his sole responsibility (and irrespectively of whether a third-party has been involved in the conformity assessment process), conformity with all of the Scheme requirements to achieve VCS for RMPCPS Certification marking.

3. Guidelines for RMPCPS Certification of RMC manufacturers using subcontracted facilities (If applicable)

In cases where the RMC manufacturer (brand owner of RMC) requires certification in its name under RMC Plant Certification Scheme (RMPCPS), uses subcontracted facility(ies) for manufacturing of RMC as per its defined processes and RMC specifications, and the owner of the subcontracted facility complies with the legal requirement as per the Table 1 of the 'Criteria for Production Control of RMC', the following shall have to be ensured:

1. Both RMC manufacturer as well as the subcontractor shall be legal entities as per law.
2. The RMC manufacturer, who intends to have RMPCPS Certification in its name, shall be fully responsible for ensuring compliance to all the requirements under RMPCPS at all times, including specific compliances / requirements to be complied by its subcontracted facility(ies), with a clear description of the responsibility between itself and its subcontracted facility(ies), documented in its Quality Management Systems established for RMPCPS.
3. The RMC manufacturer shall have a separate legal contract (at least for a period of 1 year, with a provision for renewal until the certification under RMPCPS is held) with its subcontracted facility(ies) for each specific location that defines the terms & conditions of contract, and the obligations of both parties, including the responsibility for regulatory approvals as required to comply with the 'Table 1' of the 'Criteria for Production Control of RMC'.
4. The validity of the Certificate shall commensurate to the period of contract and shall be accordingly co-terminus.
5. The RMC manufacturer shall ensure that its subcontracted facility(ies) do not have or enter into any contract with other RMC manufacturers or manufacture / supply RMC for others RMC manufacturers.
6. The RMC manufacturer shall ensure that it declares the correct location and address of their subcontractor(s) facility(ies) seeking certification under RMPCPS, or any change in address or relocation of facility.

7. The RMC manufacturer, along with its subcontracted facility(ies), on demonstrating compliance to the requirements of RMCPCS shall be issued a certificate by the Certification Body containing at least the following details:
 - a. Name of RMC Manufacturer (*as the name in which the certificate is issued*) with location & address of its Main Office from where the overall system for RMCPCS is managed and maintained;
 - b. Location & address of the subcontracted RMC manufacturing facility with the name of Subcontractor (*as RMC Manufacturing Facility Operator*).
8. Such certificates issued in the name of RMC Manufacturer along with the name of RMC Manufacturing Facility Operator under RMCPCS shall remain valid for a certification period or until the validity of legal agreement between RMC manufacturer and the subcontractor, whichever is earlier.
9. The RMC manufacturer shall be responsible to intimate the certification body at least 2 weeks in advance before the legal agreement with the subcontractor is to expire, and its intent to renew the validity of the legal contract, or immediately on termination of the legal contract or on closure or relocation of the RMC manufacturing facility.
10. The RMC Manufacturer shall ensure the complete adherence and compliance of RMCPCS and shall be responsible for the action of its subcontractor qua the obligations owe under the scheme.
11. The RMC manufacturer shall ensure the access to the location of subcontracted facility as and when required by the certification body.
12. RMC manufacturer shall ensure that the facility is well enough organized and able to meet the requirements as per the quality standards of the scheme and the subcontractor has complied the requisite norms and statutory obligations.
13. RMC manufacturer shall ensure having adequate facility and approved procedure being observed at the subcontracted facility and any non-compliance or non-adherence to the terms of the scheme would be a ground for revocation of certificate.
14. Certified RMC manufacturer shall be rendered liable for any non-conforming process adopted in contravention to the scheme while manufacturing the product.at the subcontracting facility.
15. The RMC manufacturer shall indemnify and hold QCI harmless against any claim, loss, arising out of non-compliance, negligence, act, omission or any breach of obligations or any violation of applicable law, rule or regulation in respect of the manufacturing activities carried on at the subcontracted facility.



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 : _____

2. **Quality Council of India**

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

Authorized Signatory: _____

Name : _____

Title : _____

Date : _____