

PROCEDURE FOR USING EMTAC CERTIFICATION MARK

| | | REFERENCE |
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| | <p>1. Purpose:</p> <p>The purpose of this procedure is to establish, implement and maintain the system to ensure that EMTAC LABORATORY has applied controls to use of RMC certification marks, logos and accreditation symbols.</p> <p>2. Scope:</p> <p>This document covers requirements for use of the certification mark with respect to certified RMC Plant as per the Scheme requirements of RMC Capability Certification.</p> <p>3. Term & Definition:</p> <p>Accreditation Symbol: A logo issued by Accreditation body to be used by accredited Certification bodies to indicate their accreditation status.</p> <p>Certification Logo: A logo issued by Certification body to be used by certified clients to indicate their certification status.</p> <p>4. Requirement for use of EMTAC Certification Mark:</p> <ol style="list-style-type: none"> 1) The RMC manufacturers that have been certified under the Scheme, are eligible to use VCS for RMCPCS certification mark(s). 2) EMTAC shall make provision for ensuring the same in its system for certification under VCS for RMCPCS and shall make this requirement a part of its legally enforceable contract with the certified client. 3) Any infringement may lead to the suspension or cancellation of the certificate. In no circumstances are different combinations of the colour scheme not used. 4) While using the above documents care shall be taken to ensure that the Mark is used only with respect to the RMC manufacturer certified and it | |

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| | <p>shall not give the impression that the non-certified, other than certified scope products, products from offices not included in scope or a related company are also certified.</p> <ol style="list-style-type: none"> 5) The certified RMC Plant manufacturer shall not make any misleading claims with respect to the Certification Mark. 6) It shall not use the Certification Mark in such a manner as to bring the Scheme Owner into disrepute. 7) The certified organization, upon suspension or withdrawal of its certification, shall discontinue use of the Certification mark, in any form. 8) The certified organization, upon suspension or withdrawal of its certification, shall discontinue use of all advertising matter that contains any reference to its certification status. 9) In case the Certification Mark is observed to be used by a certified RMC Plant manufacturer contrary to the conditions specified, EMTAC shall take appropriate legal action against the plant. 10) 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. 11) In case the certified RMC plant manufacturer does not take suitable action to address the wrong use of the Certification Mark, the certification body may suspend/withdraw the certification. 12) If a certified organization's certification is suspended; its certificate cancelled, withdrawn or discontinued, it is the certified organization'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 certification bodies that have certified the RMC plant needs to ensure compliance as stated above. | |
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| | <p>5. Obligation of the Approved Certification Body</p> <ol style="list-style-type: none"> 1) Once the RMC plant is certified by the EMTAC, then the EMTAC shall require the certified RMC plant to fill up in duplicate the agreement form, the template for which is enclosed in Annexure I to this document. 2) The EMTAC after the decision of the certification but before the issuance of the certificate will forward the filled agreement form to QCI, for the purpose of signing and completing the agreement formalities. 3) Along with the contract agreement form, EMTAC will also forward the details of the certified organization, covering as a minimum the following information: <ol style="list-style-type: none"> i. Name and address of the certified organization. ii. Legal entity Status (with evidence). iii. Names of the top management/ownership details. iv. Details of the Certification granted – level, number, validity, etc. v. Any other significant detail as considered relevant. 4) The EMTAC will also forward the copy of the draft certification document it intends to issue to the certified organization. 5) Upon receiving the signed agreement form from QCI, the EMTAC will issue the certificate, inform the certified RMC Plant manufacturer regarding permission to the respective manufacturer using the RMC Certification Mark(s) and also forward the signed contract form to them. The certification validity shall commence from the day the contract with QCI is signed. 6) The EMTAC will also make provision for collecting on behalf of QCI, the annual fee for use of RMCPCS Certification Mark from the certified RMC Plant manufacturer and forwarding the same to QCI. 7) The EMTAC will also make provision for informing QCI, about any changes in the certification status, like suspension, withdrawal, etc. | |
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| | <p>8) The contract between QCI and the certified agency shall be valid as long as the agency holds valid certification under the RMCPCS or unless otherwise advised to do so.</p> <p>9) Only after the EMTAC obtains NABCB accreditation for RMCPCS, the certification body shall use the NABCB Accreditation Mark. The NABCB accredited CBs and their clients shall follow the requirements to use accreditation symbol/Mark/status as per policy defined by NABCB.</p> <p>10) As far as market surveillance activities are concerned, EMTAC will check the conformity of a product:</p> <ul style="list-style-type: none"> i. in accordance with its intended purpose (as defined by the manufacturer) and ii. under the conditions of use which can be reasonably foreseen, that is when such use could result from lawful and readily predictable human behaviour. <p>6. Process for Use of Certification Mark</p> <p>1) A certified RMC plant manufacturer may apply for certification as available under the RMCPCS – Capability Certification.</p> <p>2) The applicants shall submit their applications for the use of certification mark in the prescribed format enclosed vide Annexure I.</p> <p>3) Before the issue of the certificate, the certified RMC Plant manufacturer shall sign a legally enforceable agreement with EMTAC in the format enclosed vide Annexure II, based on which it will be allowed to use the Mark.</p> <p>4) The certified RMC Plant manufacturer shall be issued a certificate by the certification body which carries the appropriate mark once the contract has been signed with the Scheme Owner.</p> <p>5) This process shall be facilitated by the EMTAC.</p> | |
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| | <p>6) The certification mark pertaining to the respective RMC Plant Certification level may be used as any photographic reduction or enlargement.</p> <p>7) The colour scheme of the Marks shall be the same as described in Appendix A. The client shall only affix the design of the Mark as per the level the manufacturer has been certified and none other.</p> <p>8) Any other requirement stated in scheme documentation for use of certification mark to be considered along with above requirements.</p> <p>7. Mark and its Usage</p> <p>1) Under the RMCPCS levels of Mark shall be issued under RMC Capability Certification</p> <p>2) While the clients certified as per RMC Capability Certification are allowed to place their marks on off-products for marketing and promotional purposes they are not allowed to place the Mark on their product.</p> <p>3) The off-product use means that the certified clients can use the Mark to which they are certified 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.</p> <p>4) The RMC Plant manufacturer may also use the RMC Capability certificate issued by the EMTAC as part of publicity material.</p> <p>5) The clients that are certified as per RMC Plant are only allowed to place their Mark on the product as per the laid down guideline in 9th point of (5. Obligation of Approved Certification body)</p> <p>6) The RMCPCS Marks shall have distinct colour for each level as per Appendix A.</p> | |
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| | <p>7) All of the Marks in the 2 levels can also be printed in Grey Scale.</p> <p>8) The various components of the RMCPCS marking must have substantially the same vertical dimension, which may not be less than 5 mm. This minimum dimension may be waived for small-scale devices. The height of the Certification Mark shall be 5 mm minimum and the size of inscriptions “RMC Capability Certification Mark “shall be properly visible.</p> <p>9) The height to width ratio shall be maintained as per the logo packs provided QCI. The height of the RMC Capability Certification(s) Logo needs to be minimally 5 mm and the height of the text Standard / Premium needs to be minimally 1.5 mm for enabling clear printing and readability.</p> <p>10) Certification Logo shall be put on the delivery challan carrying reference to the supplies made by the Licensee. Each delivery challan shall carry the following information:</p> <ol style="list-style-type: none"> a. Address of the RMC Plant. b. Certification Number. c. Certification Mark. d. CB Logo <p>11) The QCI logo and NABCB Accreditation Mark shall not be used on any physical (visiting cards, pamphlets, reports etc.) or virtual platforms.</p> <p>8. Fees</p> <p>1) The certified RMC Plant manufacturer shall pay an annual fee to QCI, for the use of RMCPCS Certification Mark as prescribed from time to time. This payment shall be made to its certification body for onward submission to QCI.</p> | |
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Appendix 'A' Marks for RMCPSC Certification

1. Mark for RMC Capability Certification:



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ANNEXURE I: Format for Application

APPLICATION FOR PERMISSION TO USE THE CERTIFICATION MARK

| | | |
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| 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 | |

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AGREEMENT FOR USE OF READY-MIX CONCRETE (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 RMC Plant Certification Mark for the sites for which it has received certification from the _____ (EMTAC Laboratories PVT. LTD.) approved by QCI under the RMC Plant Certification Scheme (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 RMC plant) 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 RMC plants for their capability to produce RMC to meet customer requirements and does not certify RMC as a product itself since the specifications for RMC shall vary with customer needs. In view of this no applicant shall use the Mark on their product and make any product

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related certification claims. The Mark shall not be displayed on RMC transportation vehicles.

1.4 The applicant agrees to use the RMC Plant Certification Mark on the Delivery tickets/challans accompanying each supply of RMC, provided the address of the certified plant is clearly indicated on the delivery tickets/challans. Also agrees not to use the Mark on other documents accompanying the supply like Test Certificate, etc.

1.5 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 may also use the RMC 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 certified and it shall not give impression that the non-certified, individual plants of a cluster are also certified.

1.6 The applicant agrees to use the RMC Plant Certification Mark only with respect to the RMC Plants 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 RMC Plant Certification Mark or name of QCI which could be misleading or unacceptable to QCI

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1.9 The applicant agrees to make claims of certification only for manufacturing units 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 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.

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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 RMC certification 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 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

The applicant hereby accepts and agrees with the above terms as documented in this agreement.

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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: _____

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