



# Obligations of Certified Client

(Refer Article 7 of Certification Audit Contract)

## 1. Client's Obligations.

Client shall:

- conforms to the requirements of TVE CERT when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents,
- not make or permit any misleading statement regarding its certification,
- not use or permit the use of a certification document or any part thereof in a misleading manner,
- upon suspension or withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by TVE CERT ,
- amends all advertising matter when the scope of certification has been reduced,
- not allow reference to its management system certification to be used in such a way as to imply that the TVE CERT certifies a product (including service) or process,
- not imply that the certification applies to activities that are outside the scope of certification,
- not use its certification in such a manner that would bring TVE CERT and/or its certification system into disrepute and lose public trust,
- not use certification mark on laboratory test, calibration or inspection reports or certificates,
- not use certification mark on a product or product packaging or in any other way that may be interpreted as denoting product conformity,
- can make use of statement which shall include reference to:
  - identification of the certified client
  - the type of management system and the applicable standard
  - the certification body issuing the certificate
- make all necessary arrangements for the conduct of the audits, including provision for examining documentation and access to all processes and areas, records and personnel for the purpose of initial certification, surveillance, recertification and resolution of complaints
- make provisions, where applicable, to accommodate the presence of observers (e.g. trainee auditors),
- comply with certification requirements,
- record and address complaints, report complaints to TVE CERT ,
- notify TVE CERT within 30 days of changes to Client's quality system or changes significantly affecting Client, such as a change of ownership, change in key personnel or facilities, which call "change" from now,
- allow TVE CERT to conduct re-audits of Client in the event of a Change,
- not expose auditors or others representing TVE CERT to unsafe working conditions or

- environments, and to provide all auditors and others appropriate protective equipment,
- pay TVE CERT for the Certification Activities as agreed;

## **2. TVE CERT Certificate, Logo**

The TVE CERT Logo is a certified trademark solely owned by TVE CERT. So long as Client maintains its status as being certified by TVE CERT pursuant to this Client's Obligations, Client will have the non-exclusive and non-transferable right to use the Certificate, the TVE CERT Logo and any Accreditation mark (except as provided for in Section 3 hereof) in Client's advertising and marketing materials and campaigns. In no case, Client shall use the Certificate, the TVE CERT Logo or any Accreditation Mark (or a confusingly similar certificate, logo or mark) in a misleading or unauthorized manner, including, but not limited to, representing that the Certificate, the TVE CERT Logo or any accreditation mark exemplifies conformities of a product, service or performance ; using the Certificate, the TVE CERT Logo or any accreditation mark in connection with standards or activities not approved by TVE CERT ; or otherwise acting to bring TVE CERT , the TVE CERT Logo or any accreditation mark in disrepute ( See Attachment A) for use of certification and accreditation mark.

## **3. Suspension and Other Actions.**

If TVE CERT expresses any concern with respect to the use of the Certificate, the TVE CERT Logo or an accreditation mark as being inconsistent with or impermissible under "USE OF CERTIFICATION AND ACCREDITATION MARKS (Attachment A)" or TVE CERT 's Certification System, ("Improper Use"), TVE CERT may request Client to cease and desist the Improper Use, and it shall be deemed to be a condition to Client's continued Certification that such Improper Use is immediately discontinued. In addition, in the event of such Improper Use or in the event TVE CERT determines that Client is not complying with any obligation of Client under this Agreement or the Certification System, TVE CERT shall have the right upon written notice to the Client to (a) suspend its Certification Activities until Client complies with its obligation, (b) determine that Client is no longer entitled to identify itself as certified by TVE CERT and to require Client (temporarily or permanently) to cease using in any manner the Certificate (and to return such Certificate), the TVE CERT Logo and accreditation mark, ( c) refuse to issue a Certificate to Client, (d) require a corrective action, (e) publish Client's transgression or (f) take other legal action. In the event TVE CERT takes any of the foregoing actions, TVE CERT shall not be required to reimburse any amounts to Client.

## **4. Term and Termination.**

The initial term of this Client's Obligations shall commence on the date of Certification and be valid for three years.

\* Attachment A : Use of Certification and accreditation mark

## **USE OF CERTIFICATION AND ACCREDITATION MARKS**

A Company certified by TVE CERT may use the TVE CERT Certification Logo and appropriate accreditation marks as follows:

- The TVE CERT Logo and the accreditation marks may be used on a Company's literature, such as: Letter Heads Brochures, Advertising and Marketing Materials; and may only be used within the scope of the Company's Certification.
- TVE CERT Logo may be used on the business cards but accreditation mark shall not be used.
- The TVE CERT Logo and accreditation marks :-
  - a) shall not be used on a product or product packaging which may be reasonably concluded as indicating product approval;
  - b) shall not imply certification of any product, process or service;
  - c) shall not be used in connection with a management system not approved by TVE CERT ;
  - d) shall avoid using of same mark or a similar mark to indicate different systems of conformity certification;
  - e) shall not be used in such a way as to suggest that the government has certified or approved the activities of the licensee, or in any other misleading manner.
  - f) Accreditation mark shall not be used in isolation from TVE CERT Logo;
  - g) shall not be displayed on vehicles except in publicity material like part of a large advertisement.
  - h) shall not be displayed on buildings and flags.
- The TVE CERT logo should state 'Standard' whose compliance certified
- The logo shall only be reproduced and printed in proportions and the colour combination or in the grey-black combination as specified. The size of the logo shall not normally be reduced below the size 20x25 mm. In the event of reproduction in smaller size owing to limitation of space, the logo shall be legible with no infilling of space and letters. The logo shall be reproduced based on the master supplied. Redrawn masters should never be used.
- The TVE CERT Logo shall not be used disproportionately.
- The accreditation mark shall be used in a manner that clearly communicates the meaning of the mark may state, "TVE CERT is accredited by the IAS

## **USE OF IAF LOGO**

The IAF MLA Mark can be used on product and management system reports or certificates, pre-printed letterhead, quotation for work, advertisements, websites and other documents as detailed by IAF.

- i) In black and white or in the colours Pantone 2747 (dark blue) and Pantone 299 (light blue),
- ii) On a clearly contrasting background,
- iii) In a size which makes all the words of the IAF MLA Mark clearly distinguishable, with the width of the IAF MLA Mark no less than 20 millimetres;

**MODEL LOGO:**



ISO 9001:2015 Certified by TVE CERT



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**Note: The IAS Symbol can be in either black-white or color**