

AGREEMENT FOR USE OF AYUSH _____ MARK

_____(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 AYUSH _____ MARK for the products for which it has received certification from the _____ approved by QCI under the voluntary certification scheme for AYUSH products (Hereinafter referred to as the scheme) jointly owned by the Department of AYUSH and QCI. This agreement is entered in connection with the permission to use the certification mark from QCI under the following terms and conditions agreed upon:

1. GENERAL CONDITIONS.

1.1 The applicant agrees to comply at all times with the requirements of the scheme as applicable presently and amended from time to time.

1.2 The applicant agrees to use the AYUSH _____ MARK only on the products covered under certification granted to it and will continue to comply with the certification criteria.

1.3 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.

1.4 The applicant agrees not to make use of the AYUSH _____ MARK or names of Department of AYUSH or QCI which would be misleading or Unacceptable to Department of AYUSH or QCI.

1.5 The applicant agrees to make claims of certification only for those products which are specifically covered under certification.

1.6 The applicant agrees not to use the marks in such a manner that would bring Department of AYUSH or QCI or the scheme into disrepute and / or lose public trust.

1.7 The applicant agrees to inform QCI in writing of any significant changes in the applicant's ownership or location for which the applicant has obtained the certification.

1.8 The applicant shall inform QCI, without delay, of matters that may affect its ability to conform to the certification requirements.

1.9 The applicant agrees to provide any information sought by QCI regarding operation of the scheme by the applicant.

1.10 The applicant agrees that its name, location and the scope of certification is included in the directory maintained and published by QCI and / or the Department of AYUSH.

1.11 The applicant agrees for the conduct of announced / unannounced assessment in order to verify the compliance of the applicant with reference to the use of the AYUSH _____ MARK as allotted to it and with respect to the complaints received by QCI about the applicant and to pay such charge within the times as communicated by QCI.

1.12 The applicant agrees that while the certificate is under suspension, the dispatches of certified AYUSH products to the market/customer would be withheld until the product in stock has been reassessed for conformity to the criteria and its acceptance communicated by the certification body.

1.13 Upon suspension or withdrawal of its certification the applicant shall discontinue use of all advertising material reference to the use of certification mark with immediate effect and submit a declaration to this effect to QCI.

2. OTHER REQUIREMENTS

2.1 This agreement is entered for a period of the validity of 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 send by courier/registered post or facsimile or email to the address of the applicant as mentioned on the company information sheet or any changes 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.

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

1. Signature:

Name of the applicant :

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 :