

#### **29.4. Conditions/rules for use of License and Logo**

- a) The Certification Trade Mark shall be applied in such manner as it may be easily visible as a distinct mark on the products or the packaging or on test certificates relating to articles which cannot be labelled or covered. The Certification Trade Mark shall be applied to only such types, grades, classes, varieties, sizes of the products for which the licence has been granted. The manner in which the licensee proposes to place or use the Certification Trade Mark, must be approved by the ROCO.
- b) When a Certification Trade Mark has been specified in respect of an article or process, no person other than the licensee in possession of a valid licence shall make any public claim, through any advertisement, sales promotion leaflets, pricelists or the like, that his product conforms to the relevant Certification Trade Mark or carries the Certification Trade Mark.
- c) Every licensee shall institute and maintain, to the satisfaction of the ROCO, a system of control to keep up the quality of his production or process by means of a scheme of testing and inspection, so as to ensure that the articles or process, in respect of which the Certification Trade Mark is being used, comply with the relevant norms and procedures of the ROCO and the NPOP.
- d) The licensee shall maintain a complete record of the tests and inspection and such other data as specified in the scheme for testing and inspection, to establish to the satisfaction of the ROCO that the required control of production or process has been and is being satisfactorily maintained. Such records shall, on demand, be made available for inspection to the ROCO.
- e) ROCO will provide its certified clients with the relevant ROCO certification mark(s).
- f) Certified clients may utilize the certification mark in communication media such as the internet, brochures, letter paper, envelopes and business cards.
- g) When permitted, the ROCO mark can be used in conjunction with the relevant accreditation mark. The accreditation mark may not be used by itself or with a mark/logo that was not provided by ROCO.
- h) If the scope of certification does not include all products and/or services provided by the organization, and/or all locations/facilities of the organization, the material bearing the mark shall not suggest that all products/services/sites/locations of the organization are covered by the scope of certification.

- i) The mark(s) cannot be altered or modified. However, it may be resized, provided the proportions of the entire mark are maintained and all features of the mark are clearly distinguishable. When the mark as provided includes an accreditation number, the number is part of the mark and cannot be removed from the mark.
- j) The client shall not use the certificate and/or the certification mark(s) provided by ROCO in such in a manner that would bring ROCO, and/or the Accreditation Body or, and/or the certification system into disrepute and lose public trust, and shall not make any statement regarding its product certification that ROCO may consider to be misleading or unauthorized.
- k) Under no conditions shall any management system certification mark be affixed to a product or used in any other misleading manner that might suggest product, process or service certification. The mark applies only to management system certification.
- l) The right to use the certification mark by the organization cannot be assigned to or acquired by any other person, entity, or corporation (including through a change of ownership of the organization) without ROCO's prior written consent.
- m) Upon a reduction of the scope of certification, the client shall amend all advertising material referring to its certification to properly reflect the reduced scope.
- n) Upon withdrawal or termination of its certification, the client shall discontinue its use of all advertising material that contains a reference to certification, and take actions as required by the certification scheme and any other required measures as directed by ROCO.
- o) Contractual obligation: Correct use of the certificate, certification mark or accreditation mark and certification statement(s) is a contractual obligation and will be monitored at surveillance and certificate renewal assessments. Any misuse of the certificate, certification statements, certification mark or accreditation by the client shall be reported as a non-conformity and consequently may result in suspension or withdrawal of the certification by ROCO. ROCO's considerations with respect to suspension or withdrawal will be as follows:
  - Inadvertent misuse: with this activity, the organization will be required to immediately withdraw the offending materials, or ROCO will suspend certification until the misuse is rectified. Repeated inadvertent misuse will not be tolerated by ROCO and therefore will be cause for withdrawal of certification.
  - Fraud: with an activity considered premeditated on the part of the organization, ROCO will withdraw certification and publish notices to that effect in the directory of certified companies.