



مجلس أبوظبي للجودة والمطابقة
ABU DHABI QUALITY & CONFORMITY COUNCIL



Certification Application Form, Certification Agreement, Terms and Conditions for Certification of Products and General Use of the Trustmark/ECAS/EQM/Organic Mark

Note: This is a legally enforceable agreement. The terms and conditions stated within describe the responsibilities of the applicant/client requesting to be certified under the Abu Dhabi Trust Mark Certification Schemes, Emirates Conformity Assessment Schemes, and Emirates Quality Mark Schemes operated by the Abu Dhabi Quality and Conformity Council. This document shall be read, understood, and accepted by the applicant as the initial step for product certification.

QCC-RQ01-01 Issue Date: 16-Nov-2018

This is an uncontrolled copy. To ensure the most recent document is used kindly refer to jawdah.qcc.abudhabi.ae

This application form shall be used by applicants wishing to request the product certification services of the Abu Dhabi Quality and Conformity Council. The applicant must complete all sections. The application may be completed digitally with the use of a digital signature for section 5 or printed and completed by hand using BLOCK LETTERS before scanning and submission to the QCC using the email address stated in section 4.

Scope of the Certification Application

Abu Dhabi Quality and Conformity Council Product Certification Scheme Applying For:

Type of Application (tick as appropriate):

New: Renewal:

Type of Certification/Registration Scheme (multiple schemes may be selected):

Abu Dhabi Trustmark: Abu Dhabi Registration: ECAS: EQM:

1. Applicant Details

| | | |
|---|----------------|--|
| Applicant Company Name: | | |
| Mailing Address: | Street Address | |
| | Postal Code | |
| | City/Emirate | |
| | Country | |
| Telephone Number: | | |
| Fax Number: | | |
| Website Address: | | |
| Applicant Company Representative Name: | | |
| Position within the Company: | | |
| Email Address: | | |
| Telephone/Mobile Number: | | |
| Company Commercial License Number: | | |
| Description of Commercial Activity: | | |
| Associated Holding or subsidiary Company Details (if applicable): | | |
| Current Quality Management System Certification, if any: | | |

2. Product Manufacturer Details (if different from above)

| | | |
|---|----------------|--|
| Manufacturer Name ¹ : | | |
| Manufacturing Facility Site Mailing Address: | Street Address | |
| | Postal Code | |
| | City/Emirate | |
| | Country | |
| Telephone Number: | | |
| Fax Number: | | |
| Website Address: | | |
| Manufacturer Company Representative Name: | | |
| Position within the Company: | | |
| Email Address: | | |
| Company Registration/License Number: | | |
| Associated Holding or subsidiary Company Details (if applicable): | | |
| Current Quality Management System Certification, if any: | | |

¹If the product applying for certification is manufactured at multiple locations, please list details for each facility.

3. Product and Production Details

3.1 Complete the below details for each individual product model applying for certification. Attach additional pages as required.

| | |
|--|--|
| Type of Product ² : | |
| Brand: | |
| Model: | |
| Test Standards: | |
| Existing Test/Assessment Report Numbers: | |

²Standard product literature to be included with this application form includes manufacturing technical drawings (including product variations), type(s) of product and production details

3.2 Has the product(s) (in the form and manner in which it is currently being manufactured) previously been tested to the standard(s) against which certification is being sought and a) not met the requirements / failed the test or b) been deemed unsuitable for testing to the standard(s) in question?

Yes: No:

3.3 Has a product certification been granted for the product(s) by any other certification or an application for certification of the product(s) been refused in the past.

Yes: No:

3.4 Is a Quality Management System in place at the site of product manufacture (e.g. ISO/IEC 9001 or management system relevant to the product)?

Yes: No:

3.5 If the manufacturer Quality Management System is certified please provide the following details:

Quality Management Systems Certification Body:

Quality Management Systems Certification Number:

4. Document Submission Checklist

Please ensure the following information is included with this application form:

- Certifications and test reports issued from accredited certification bodies/laboratories as per the requirements of the Assessment and Surveillance Plan, Conformity Scheme, decrees, technical regulation and/or standards relevant to the product and application type.
- Product(s) details (e.g. component drawings, product literature)
- Applicant company business registration/license certificates and details
- Authorization letter from the manufacturer to authorise the Applicant to deal with the product
- Copy of the applicant and manufacturer quality management system certification
- Power of attorney or equivalent for the Applicant company representative to act on behalf of the applying company

Please submit your completed application to the following email address:

conformity@gcc.abudhabi.ae or upload to with the application information when applying online at jawdah.gcc.abudhabi.ae

5. Declarations

5.1 General Declarations

- a. The Applicant understands that the application will be evaluated against the requirements of the relevant, Assessment and Surveillance Plan/ Schemes/decrees/technical regulations and standards in accordance with the procedures given by QCC and undertakes to pay all fees arising from the Application as detailed therein.
- b. The Applicant gives his permission to QCC to liaise directly with the bodies whose certificates are used to support these applications and with any bodies conducting tests in support of this Application.
- c. The Applicant agrees to use the Certificate in accordance with the applicable QCC Requirement(s) or Standard(s) governing this Application.
- d. The Applicant agrees to return and discontinue using the Certificate upon receiving a request from QCC in this regard due to the discontinuation of the Applicant's activity as described in the Application or due to the expiration of the Certificate if not renewed by the Applicant.
- e. Based on the scope of the application, the applicant accepts and agrees to abide by the following documents:
 - (1) General requirement for Trustmark Certification (QCC-RQ01-01), General Requirements for ECAS registration (QCC-RQ02-01) General Requirements for EQM Certification (QCC-RQ03-01).
 - (2) Reference standards for the product intended for certification.
 - (3) Terms and Conditions for Trustmark Certification of Products (clause 6.0 of this document)
 - (4) Terms and Conditions for General Use of the Abu Dhabi Trustmark, ECAS Mark or Emirates Quality Mark (clause 7.0 of this document)
 - (5) Specific declarations for ECAS and EQM (if applicable) (clause 5.2 of this document)
 - (6) Other relevant scheme requirements specified by QCC.
- f. The Applicant confirms that the information contained in this Document and attachments is true, complete and accurate, all changes in circumstances which may affect the quality or otherwise of the product to be certified will be notified to QCC in writing (in advance whenever possible)
- g. The Applicant declares that it has not engaged any other services provided by QCC that may be a conflict of interest with this Application for certification and that all the information provided is true and accurate.
- h. The Applicant accepts and agrees to allow access of the accreditation body of QCC to its premises for the purpose of witnessing the Factory Production control and Quality Management System audits conducted by QCC evaluators.
- i. The Applicant understands that it has the right to complain or appeal against any of the QCC services or adverse decisions. The Applicant has the right to ask for a copy of the QCC policy for handling customer complaints, appeals and disputes (QCC-QP-03). Additionally, the Applicant understands that it has the right to raise unsatisfactorily resolved or non-resolved complaints or appeals to QCC

| | |
|--|---|
| Applicant Company Name/Stamp: | On behalf of the Quality and Conformity Council (for official use only) |
| Applicant Representative Name and Signature: | Signature: |
| Position within the company: | Position: |
| Date: | Date: |
| Application number (allocated by QCC): _____ | |

5.2 Specific Declarations

The following declarations are applicable only when applying for ECAS certificate registration or EQM certification only. If applying for the Abu Dhabi Trustmark certification only, please skip this section.

- a. The applicant shall always fulfill the certification requirements, including implementing appropriate changes when they are communicated by the certification body.
- b. If the certification applies to ongoing production, the applicant shall always ensure that the certified product continues to fulfill the product requirements.
- c. The applicant makes all necessary arrangements for:
 - (1) The conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors.
 - (2) Investigation of complaints,
 - (3) The participation of observers, if applicable.
- d. The applicant shall make claims regarding certification consistent with the scope of certification; including affixing the applicable certification marks as authorized by the QCC such as the ECAS Mark, the EQM, the Organic Mark and any other marks of conformity issued by the QCC.
- e. The applicant does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized.
- f. Upon suspension, withdrawal, or termination of certification, the applicant shall discontinue its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure.
- g. If the applicant provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- h. In making reference to its product certification in communication media such as documents, brochures or advertising, the applicant shall comply with the requirements of the QCC Communications and Marketing Department or as specified by the certification scheme.
- i. The applicant shall comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.
- j. The applicant shall keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the QCC when requested, and:
 - (1) Take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification,
 - (2) Document the actions taken.
- k. Verification of items by the QCC can be specified in the certification scheme.
- l. The applicant shall inform the QCC without delay, of changes that may affect its ability to conform to the certification requirements. Examples can include changes to the following:
 - (1) The legal, commercial, organizational status or ownership,
 - (2) Organization and management (e.g. key managerial, decision-making or technical staff),
 - (3) Modifications to the product or the production method,
 - (4) Contact address and production sites,
 - (5) Major changes to the quality management system.
- m. The applicant gives consent to QCC to outsource any certification activity related to its application according to the confidentiality, impartiality and related QMS policies of the QCC.
- n. The applicant may give objection to any outsourced certification activity if there is perceived risk to confidentiality, impartiality and integrity of QCC's certification process.

| Applicant Company Name/Stamp | Applicant Representative Name and Signature: | Position in the Company: | Date |
|------------------------------|--|--------------------------|------|
| | | | |

QCC-RQ01-01 Issue Date: 16-Nov-2018

This is an uncontrolled copy. To ensure the most recent document is used kindly refer to jawdah.qcc.abudhabi.ae

The following declarations are applicable only for Organic food production Operators applying for the Organic certification Mark. If applying for the Abu Dhabi Trustmark, ECAS certificate registration or EQM certification please skip this section.

- a. When the control arrangements are first implemented, the operator shall draw up and subsequently maintain:
 - (1) A full description of the unit and/or premises and/or activity;
 - (2) All the practical measures to be taken at the level of the unit and/or premises and/or activity to ensure compliance with the organic production rules;
 - (3) The precautionary measures to be taken in order to reduce the risk of contamination by unauthorized products or substances and the cleaning measures to be taken in storage places and throughout the operator's production chain;
 - (4) The specific characteristics of the production method used, where the operator intends to request documentary evidence in accordance with Article 68(2).
 - (5) Where appropriate, the description and measures provided for in the first subparagraph may be part of a quality system as set up by the operator.
- b. The description and the measures referred to in paragraph 1 shall be contained in a declaration, signed by the responsible operator. In addition, this declaration shall include an undertaking by the operator:
 - (1) To perform the operations in accordance with the organic production rules,
 - (2) To accept, in the event of infringement or irregularities, the enforcement of the measures of the organic production rules and to undertake to inform in writing the buyers of the product in order to ensure that the indications referring to the organic production method are removed from this production,
 - (3) To accept, in cases where the operator and/or the subcontractors of that operator are checked by different control authorities or control bodies in accordance with the control system set up by Member State concerned, the exchange of information between those authorities or bodies,
 - (4) To accept, in cases where the operator and/or the subcontractors of that operator change their control authority or control body, the transmission of their control files to the subsequent control authority or control body,
 - (5) To accept, in cases where the operator withdraws from the control system, to inform without delay the relevant competent authority and control authority or control body,
 - (6) To accept, in cases where the operator withdraws from the control system that the control file is kept for a period of at least five years,
 - (7) To accept to inform the relevant control authority or authorities or control body or bodies without delay of any irregularity or infringement affecting the organic status of their product or organic products received from other operators or subcontractors.

| Applicant Company Name/Stamp | Applicant Representative Name and Signature: | Position in the Company: | Date |
|------------------------------|--|--------------------------|------|
| | | | |

6. Terms and Conditions for Certification of Products

6.1 BACKGROUND

These Terms and Conditions apply to the Application made by the Applicant.

6.2 DEFINITIONS

In these Terms and Conditions set out in clauses 6 unless the context otherwise requires:

“QCC” means the Abu Dhabi Quality and Conformity Council established by Law No. 3 of 2009 regarding quality and conformity in the Emirate of Abu Dhabi.

“Applicant” means a Person who applies to QCC for Certification of its Product(s) as listed on the front of the Application.

“Application” means the application form forming part of this Document and accompanying these Terms and Conditions.

“Certificate” means the Certificate granted to the Applicant upon fulfilling the Certification process and paying the required fees.

“Certification” means QCC’s certification process of a Product(s).

“Inspection” means a programme for the inspection and/or audit of Recipients and Products supplied by Recipients to obtain or maintain the validity of a Product Certificate.

“Person” means any person with separate legal personality including a company or individual.

“Product” means any product, service, production systems or administrative systems, as the case may be, in respect of which the Recipient achieves Certification.

“Product Specification” means the design and any other criteria or description used for the manufacture, packaging and/or delivery of the product(s), for which Certification is sought.

“Recipient” means the recipient of a Certificate.

“Type Test/Evaluation” means the QCC’s independent programme which may include examination, evaluation and testing of the Product(s), to determine compliance.

6.3 APPLICATION

The Applicant shall:

- 6.3.1 Provide to QCC a completed Application, to which these Terms and Conditions form part;
Clearly identify in writing the product(s), its components and Product Specification, for which Certification is sought.
- 6.3.2 Upon QCC’s request, provide such samples of the product(s) for which Certification is sought, as QCC may require for a Type Test/Evaluation, to any location specified by QCC.
- 6.3.3 Upon QCC’s request, Provide a Type Test/Evaluation report issued by an accredited testing laboratory, such report being accompanied by a declaration from the Applicant that the samples tested were representative of the product(s) for which Certification is sought and complied with the Product Specification for those product(s).
- 6.3.4 For products for which Certification is sought installed/assembled on site, grant satisfactory access to all facilities and locations in respect of which access is required by QCC for the carrying out a Type Test/Evaluation.

To qualify for Certification, it shall be necessary for the Applicant to:

- 6.3.5 Have separate legal personality and duly licensed.
- 6.3.6 Provide complete documentation of its policies, procedures and operations relevant to the product(s) for which Certification is sought.
- 6.3.7 In the case of a manufacturer, the Applicant must have facilities, equipment and instruments for manufacture and packaging appropriate for the type and range of products for which Certification is sought.
- 6.3.8 Employ suitable and qualified technical and administrative staff.

6.4 CERTIFICATION

- 6.4.1 Certification with respect to any product is subject to, in the sole discretion of QCC:
 - 6.4.1.1 Compliance by the Applicant with the provisions of Clause 6.3.
 - 6.4.1.2 The product complying with the relevant requirements specified by QCC.
 - 6.4.1.3 QCC being granted access, without any obstruction, to all facilities at which the product is manufactured, assembled, packaged and/or stored to such extent as to be able to satisfy itself as to any matters that may impact the quality of the Product and compliance of the Product with the Product Specification
 - 6.4.1.4 The payment of all fees in accordance with Clause 6.8.

QCC-RQ01-01 Issue Date: 16-Nov-2018

This is an uncontrolled copy. To ensure the most recent document is used kindly refer to jawdah.qcc.abudhabi.ae

- 6.4.1.5 The provision of any other information or documentation required by QCC.
- 6.4.2 QCC may carry out a Type Test/Evaluation of the Product for which Certification is sought by the Applicant and shall review the report regarding compliance of the product with the Product Specification
- 6.4.3 QCC may, in its sole discretion, grant Certification for the Product to the Applicant with respect to that product if QCC is satisfied that the Applicant carries on.
 - 6.4.3.1 If a manufacturer, a regular business in the manufacture of the Product for which Certification is sought and is capable of consistently producing such Product in compliance with the relevant standards specified in
 - 6.4.3.2 If a distributor or on-seller, a regular business in the distribution or sale of the Product for which Certification is sought and is capable of demonstrating that the Product is consistently produced in compliance with the relevant Product Specification.
- 6.4.4 QCC may require undertakings from the Applicant as a condition of issuing or maintaining Certificate.
- 6.4.5 QCC may, at any time during the term of the Certification or prior to its renewal, require that the Product satisfies any additional technical requirements for Certification. Specific technical requirements may include specifications regarding a Product's design, manufacture, equipment used for manufacture and/or a Product's quality control.
- 6.4.6 QCC is entitled to change the Certification requirements by written notice to the Applicant or Recipient.
- 6.4.7 The Recipient shall not:
 - a. Alter or modify a Certificate; or
 - b. Use the Certificate in such manner as to bring the QCC or the Certificate into disrepute nor make any misleading or deceptive statements as to the Certificate.
 - c. The Recipient shall not dispose of, sub-certificate, assign, transfer or otherwise deal with the Certificate or any part of it, nor confer any privileges, benefits or rights arising there from.

6.5 MARKET SURVEILLANCE AND INSPECTION RIGHTS OF QCC

- 6.5.1 QCC may conduct periodic Market Surveillance and Inspection visits to the Recipient premises. QCC shall document its Inspection activities according to each Product or group of Products.
- 6.5.2 In determining the level of Market Surveillance and Inspection to be required for a Product, QCC may take into account the history of the Product and the Recipient/Licensee.
- 6.5.3 QCC shall aim to cover all the certified Products in one Inspection visit if reasonably possible.

6.6 COOPERATION WITH QCC

The Recipient/Licensee shall assist and co-operate with QCC to enable it to verify and monitor compliance with the relevant Conformity Schemer. This shall include but not be limited to:

- 6.6.1 Allowing QCC access, without obstruction, to the Recipient's premises, for the purpose of evaluation, Inspection and witnessing of any activity relevant to the Certification.
- 6.6.2 Permitting QCC to examine and have free access to all records deemed relevant by QCC for Certification of the Product(s); and
- 6.6.3 Permitting examination by QCC of the results of all quality system activities and other control measures at the Recipient's premises.

6.7 DUTIES OF A RECIPIENT

A Recipient shall:

- 6.7.1 Ensure that complaints from third parties with respect to any of its products are promptly investigated and resolved in accordance with approved policies and procedures.
- 6.7.2 Notify QCC of any intention to amend or vary the Product Specification, and of the nature of the variation, and shall confirm that any proposed changes shall continue to comply with the product certification.
- 6.7.3 Provide QCC with all necessary assistance in its investigation and resolution of any complaints made by third parties about certified Product(s).

Notify QCC in writing of any change in or additions to:

- 6.7.4 The Recipient's name, address, ownership, or legal structure.
- 6.7.5 The effective control of the Recipient;
- 6.7.6 The premises of the Recipient or its sub-contractors; and
- 6.7.7 Any information that the Recipient is under a duty to supply to QCC under Terms and Conditions referenced in Clause 6 including for the avoidance of doubt information given as part of the Application;

6.8 FEES

- 6.8.1 The fees relating to the Application, Type Test/Evaluation, Certification and License (including any renewal thereof) shall be notified by QCC.
- 6.8.2 All fees are non-refundable and payable to QCC in advance in AED Dirhams.
- 6.8.3 The Applicant or Recipient/Licensee shall be responsible for all costs of Product samples, including, but not limited to, packaging, freight and insurance costs and customs duties.

6.9 TERM AND RENEWAL OF CERTIFICATION

- 6.9.1 The Certification is valid until the expiry of the Certification, unless earlier revoked by QCC.
- 6.9.2 The Certification is may be renewed in accordance with the process to be advised by QCC from time to time and payment of the relevant fees.

6.10 SUSPENSION AND REVOCATION OF CERTIFICATE.

- 6.10.1 The QCC may, at its sole discretion, suspend a Product's Certificate if it becomes aware of or suspects a deviation from product certification or the Recipient breaches any of the Terms and Conditions referenced in Clause 6.
- 6.10.2 The Recipient shall be informed in writing of a suspension decision, along with the reasons for such decision.
- 6.10.3 During suspension, the Recipient shall not use the Certificate with respect to any of its Products and,
- 6.10.4 The suspension period shall not exceed 60 days. During this time QCC shall make the decision whether to revoke or reinstate a Product's Certificate.
- 6.10.5 If the Certificate expires, is suspended or is revoked the Recipient shall immediately cease to market its Products with reference to the Certificate.

6.11 INDEMNITIES AND LIABILITY

- 6.11.1 The Recipient hereby indemnifies and shall keep QCC indemnified from and against all damages, losses, costs, (including legal fees on a full indemnity basis), and expenses of whatever nature (whether or not contemplated by the parties) which QCC incurs, suffers or is liable for as a result of:
 - a. The Recipient's failure to comply with the Terms and Conditions referenced in Clause 6;
 - b. Any third-party asserting that the use of any intellectual or industrial property rights of the Recipient or incorporated in a Product violate the proprietary rights of such third-party; and
 - c. Any loss or damage to any property or death or injury to the representatives of QCC arising in the course of the conduct of any Type Test/Evaluation or Inspection. This Clause shall remain binding on the Recipient after any expiry or revocation of the Certificate.
- 6.11.2 Except to the extent that such liability may not be excluded at law, QCC shall not be liable for any direct, indirect or consequential damages, losses, costs, (including legal fees on a full indemnity basis), or expenses whatsoever howsoever arising, including, without limitation, arising out of or in connection with the delay in granting or failure to grant Certificate for a Product, the suspension , revocation, or termination of a Certificate, the delay in granting or the failure to grant renewal of a Certificate or the exercise of its rights under the Terms and Conditions referenced in Clause 6 .
- 6.11.3 QCC shall have no obligations, duties or liabilities (implied or otherwise) to the Applicant or Recipient other than those expressed herein.

6.12 NOTICES

- 6.12.1 Any notice given or invoice provided pursuant to this Document shall be in writing, in English and be hand delivered or sent by prepaid courier or by facsimile, or electronic mail to the address or facsimile number (as the case may be) shown on the Application Form (or any other address or facsimile number that may be notified to the other) and shall be deemed sufficiently given:
- 6.12.2 In the case of hand delivery or prepaid courier, on the date of delivery.
- 6.12.3 In the case of facsimile, on receipt by the sender of a successful transmission answer-back.
- 6.12.4 In the case of electronic mail upon receiving a reading receipt.

6.13 QCC REPRESENTATIVES

- 6.13.1 QCC may appoint one or more representatives to exercise some or all of its rights and obligations specified in this Document. QCC shall notify the Applicant/Recipient of any such appointment to the extent it is or shall be relevant to the Applicant/Recipient.

6.14 GENERAL

- 6.14.1 Words in documents referenced in Clause 6 importing the masculine or singular meaning shall, where the context so admits, include the feminine or plural meaning respectively.
- 6.14.2 QCC may, in its discretion, may give conditionally or unconditionally or withhold any approval or consent under the documents referenced in Clause 6.
- 6.14.3 Neither of QCC nor the Applicant/Recipient shall be in breach of the terms or conditions of the documents referenced in Clause 6 if such a breach is occasioned by an event of force majeure.
- 6.14.4 Any indemnity provided by the Applicant/Recipient under this Document constitutes a liability of the Applicant/Recipient separate and independent from any other liability of the Applicant/Recipient under this Document and survives and continues expiry or revocation of the Certification. QCC shall be entitled to enforce its rights of indemnity under without first incurring any expense or making any payment.
- 6.14.5 The documents referenced in Clause 6 and the relationship of QCC and the Applicant/Recipient (including any non-contractual obligations arising out of or in connection with the same) shall be governed by and construed in accordance with the laws of the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates as applied by the courts of the Emirate of Abu Dhabi.
- 6.14.6 In relation to any legal action or proceedings to enforce the documents referenced in Clause 6 or arising out of or in connection with those documents ("Proceedings") each of QCC and the Applicant/Recipient irrevocably submits to the jurisdiction of the Courts of the Emirate of Abu Dhabi and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.

7 Terms and Conditions for General Use of the Trustmark

7.1 BACKGROUND

- 7.1.1 The Licensee has been granted a non-exclusive license to use the Trustmark with respect to certain Products.
- 7.1.2 This Clause sets out the Terms and Conditions of the general use of QCC's Trustmark. This Document should be read in conjunction with Clause 6 terms and condition for certification of products and use of the Trustmark and any term and conditions set out in the Certification and on the Certificate.

7.2 FORM AND DISPLAY OF A TRUSTMARK

- 7.2.1 The Licensee shall not:
- a. Alter or modify a Trustmark; or
 - b. Use the Trustmark in such manner as to bring QCC or the Trustmark into disrepute nor make any misleading or deceptive statements as to the Trustmark.
 - c. A Licensee shall use its best endeavours to ensure that the Trustmark is not used by a customer, or authorized by a customer for use, for promotional or publicity purposes, other than to evidence of Certification for their Product(s) and compliance with the relevant ASP.
 - d. The Licensee shall not dispose of, sub-license, assign, transfer or otherwise deal with the License or any part of it, nor confer any privileges, benefits or rights arising there from.
 - e. The Licensee has the right to print, engrave or fix the Trustmark on the product in such a way that removing it becomes difficult. In the event the Product lacks sufficient space which does not allow to fix the Trustmark directly on the Product, then the Licensee may print the Trustmark, engrave it or fix it on the packing of the Product or in any other way approved by QCC.
 - f. The display, size and colour of a Trustmark shall be in accordance to the specifications set out at Schedule 1.
 - g. A Trustmark shall not be reproduced in any other colour scheme without the prior written approval of QCC.
 - h. A Licensee shall base all reproductions of the Trustmark on master versions as provided by QCC. The Trustmark shall at all times be legible in the opinion of QCC.
 - i. Electronic reproductions of the Trustmark shall be permitted, providing that all of the Terms and Conditions referenced in Clauses 6 and 7 are complied with.
 - j. QCC may, at any time, make alterations to the form and/or the display of a Trustmark. QCC shall notify the Licensee of such alterations and provide new master versions of the Trustmark. The Licensee shall have 90 days from the date of the notice during which it may continue to use the previous version of the Trustmark. After such 90 day period the Licensee shall not use the previous version of the Trustmark.

- k. The Trustmark shall, wherever possible, be placed on the Product itself or in close proximity to the label. If this is not practical, due to size limitations, the Trustmark may be placed on the Product packaging, a label attached to the product, the instructions for use or other accompanying documentation.
- l. A Licensee shall be entitled to use the Trustmark in its publicity material and website so long as it only refers to certified Products, all terms and conditions of the documents referenced in Clauses 6 and 7 are adhered to and such use is not and shall not be construed to be, misleading or deceptive.

7.3 GENERAL

7.3.1 The general terms set out in Clause 6.14 shall be incorporated in and apply.

SCHEDULE 1 – The Abu Dhabi Trustmark

The Trustmark



The Trustmark for Environmental Performance

