

Rules for Use of VCSSLSP Certification Mark**1. Introduction**

1.1 The Lead Safe Paint Certification Scheme (VCSSLSP) is a voluntary product certification scheme that describes the requirements against which certification can be obtained by the manufacturers of paint with Lead content not exceeding 90 PPM.

1.2 All paint manufacturing units (hereinafter referred as Units) which are certified under the LCSSLSP by WOODCERT approved by Scheme Owner and have been formally approved by the same, are eligible to use of the Certification Mark specified under the VCSSLSP.

2. Objective

2.1. The main objective of this section is to prescribe rules for the use of Certification Mark specified under the VCSSLSP.

2.1.1. This section describes the process for approval of the certified paint manufacturers for the use of the Certification Mark and the rules for use of the Scheme Certification Mark by the certified Units fulfilling the above requirements.

2.1.2. The Certification Mark specified by LCSSLSP, is a protected mark owned by the Scheme Owners, IPEN and QCI. Its use would indicate that the Paint products certified and marked are in conformity with specified criteria (VCSSLSP Certification Criteria) and other scheme requirements. The "Certification Mark" is also commonly known as a "Logo", however for the sake of aligning it with the international requirements the same will henceforth be referred to as the "Mark".

3. Scope

3.1 This document covers the rules for use of the Certification Mark, hereinafter referred to as the Mark, by the certified Units and WOODCERT.

4. Eligibility for use of Mark:

4.1. Paint manufacturers that have been certified under the VCSSLSP by WOODCERT approved by the Scheme Owners, are eligible to use the Certification Mark or apply for approval for use of the Certification Mark(s). This application for use of certification mark shall be made to the scheme owners through the WOODCERT.

4.2. The certified Units shall sign a legally enforceable agreement with the Scheme Owner/ WOODCERT whereby it is allowed to use the Mark after agreeing to all the relevant conditions as described in this section.

5. Mark and its usage:

5.1. The Mark may be used as any photographic reduction or enlargement.

5.2. The Mark shall not be used in any manner as to imply that the paint has been certified for anything other than Lead content.

5.3. The Mark shall be used on any document accompanying the lot of certified paint along with the address of the certified unit to indicate to the recipient that the product is certified.

5.4. The Mark may be used in publicity material, pamphlets, letter heads, other similar stationary; media for exchange of any communication, for promoting the awareness of the Scheme, or the Mark, etc.

5.5. The certified paint manufacturing units may also use the certificate issued by WOODCERT as part of publicity material.

5.6. The certified unit shall ensure that the Mark is used only with respect to the unit(s) and the type of paint certified and it shall not imply that the non-certified units having common ownership or other paint types manufactured by the unit are also certified.

5.7. The certified Units shall not make any misleading claims with respect to the Mark.

5.8. The certified Units shall not use the Mark in any manner as to bring the Scheme Owners of VCSLSP into disrepute.

5.9. The certified paint manufacturing units, upon suspension or withdrawal of its certification, shall discontinue use of the Mark, in any form.

5.10. The certified paint manufacturing units, upon suspension or withdrawal of its certification, shall discontinue use of all advertising matter that contains any reference to its certification status.

5.11. Depending upon the extent of violation, the suitable actions may range from advice for corrective actions to withdrawal of certification in situations of grave or repeated violations. In case the certified unit does not take suitable action against the incorrect use of the Mark, WOODCERT shall withdraw the Certification.

5.12. The QCI may direct the WOODCERT to take any of the actions for incorrect use of the Mark or take appropriate legal action itself, if deemed necessary.

6. Obligations of WOODCERT:

6.1. WOODCERT shall obtain the agreement for use of the Mark duly signed in duplicate from the Unit(s) found conforming to the criteria for certification and forward it to QCI.

6.2. QCI, after duly signing the agreement, shall send one original copy to the certified unit with a copy to WOODCERT. One original copy shall be retained by QCI.

6.3. WOODCERT shall during their surveillance of the certified units shall monitor the use of the VCSLSP certification mark to assist QCI in protecting the integrity of the Mark.

6.4. In case the VCSLSP certification mark is observed to be used by a certified unit contrary to the conditions specified, WOODCERT shall take suitable action in accordance with the relevant requirements of ISO 17065 and those specified in the VCSLSP scheme documents "VCSLSP Certification Process" and VCSLSP Requirements for Certification Bodies".

7. Fees:

7.1. The certified Units shall pay a fee as prescribed by the of VCSLSP scheme owners, for the use of the Mark. This payment may be made to WOODCERT for onward submission to the of VCSLSP scheme owner or as decided by the scheme owner.

7.2. License Fee (Fee for licensing the use of VCSLSP certification logo): The scheme owner may levy a charge for the use of Lead Safe Paint Mark directly to the certified paint manufacturer that shall be collected by WOODCERT. The basis of fee could be the no. of units (say in terms of kg or litre) that a paint manufacturer manufacture's that carry the VCSLSP Certification Mark. This shall be further defined as the bulk manufacturing units and the retail units need to be harmonised to enable application of a sound rationale so that the fee is rationalised.