



## QCI – CAPSI Voluntary Initiative

### Security sTar Agencies Rating Scheme

## Rules for Use of Certification Mark

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## **Rules for Use of the Security sTar Agency Rating Certification Mark/Logo**

### **1. Purpose**

- 1.1.** Private Security Agencies that have been certified under the STAR Scheme by the QCI approved certification bodies and have entered in to a written contract with QCI, are eligible to use the STAR Scheme Certification Mark/Logo.
- 1.2.** This document describes the rules for use of the STAR Scheme Certification Mark/ Logo by the certified Private Security Agencies and the process required to be complied with for enabling the Private Security Agencies to use the Mark/Logo.
- 1.3.** The STAR Scheme Certification Mark is a protected mark owned by QCI, the scheme owner of the Security sTar Agency Rating Scheme (STARS), indicating that the processes of the relevant Private Security Agency are in conformity with specified criteria under the scheme. The “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”.

### **2. Scope**

- 2.1.** The STAR Scheme specifies seven levels of certifications:

Level 1 – One Star –	Meeting Compliance Requirements
Level 2 – Two Star –	Established Compliance Management
Level 3 – Three Star –	Consistent Operations
Level 4 – Four Star –	Sustained Performance
Level 5 – Five Star –	Assured Quality
Level 6 – Six Star –	Trusted Excellence
Level 7 – Seven Star –	Professionally Managed Security Operations

- 2.2.** This document covers requirements for use of the Mark with respect to all the levels.

### **3. Pre-requisites for STAR Scheme Certification Mark**

- 3.1.** Private Security Agencies that have been certified under the Scheme by QCI approved certification bodies, are eligible to use STAR Scheme Certification Mark(s).

- 3.2. As per the contract between the Scheme owner (QCI) and the approved certification body, the certified Private Security Agencies shall require to formally sign of the contract with QCI for the use of STAR Scheme Certification Mark. Soon after the agency's certification, it shall sign the contract with QCI in the prescribed format. This process shall be facilitated by the QCI approved certification body.
- 3.3. The approved certification body shall make provision for the same in its system for certification under STAR Scheme and shall make this requirement a part of its legally enforceable contract with the certified client.
- 3.4. The template for the contract that the QCI shall enter with the certified Private Security Agencies for this purpose is enclosed vide Annex 1.
- 3.5. The certified Private Security Agencies shall sign a legally enforceable agreement with QCI in the format enclosed at Annex 1, based on which it will be allowed to use the Certification mark.

#### 4. STAR Scheme Certification Marks and Certificate

- 4.1. A Private Security Agencies may apply for certification as per any of the seven levels available under the STAR Scheme as detailed in Para 2.1
- 4.2. The Certification Marks for the seven options are given below. The Mark may be used as any photographic reduction or enlargement. The colour scheme of the Marks shall be same as described below. Different combination of the colour scheme shall not be used.



**Level 1**



**Level 2**



**Level 3**



**Level 4**



**Level 5**



**Level 6**



**Level 7**

- 4.3. The certified Private Security Agencies shall be issued a certificate by the certifying certification body which carries the appropriate mark.

## **5. Conditions for use of STAR Scheme Certification Mark**

### **5.1. Following conditions shall apply for use of STAR Scheme Certification Mark**

- a) The STAR Scheme certification mark shall not be used in a manner to imply that the services (gaurding) is certified. The Mark shall not be displayed on Private Security Agency transportation vehicles and uniforms of Guards and Supervisors.
- b) The Certification Mark may be used in publicity material, pamphlet, letter heads, other similar stationary, media for exchange of any communication, for promoting the awareness of the scheme, the Certification Mark, etc.
- c) The Private Security Agency may also use the STAR certificate issued by the certification body as part of publicity material.
- d) While using the above documents care shall be taken to ensure that the Mark is used only with respect to the Private Security Agency certified and it shall not give impression that the non-certified, other than certified scope services, services from offices not included in scope or a related company are also certified.
- e) The certified Private Security Agency shall not make any misleading claims with respect to the Certification Mark.
- f) It shall not use the Certification Mark in such a manner as to bring the Scheme Owners or QCI, into disrepute.
- g) The Private Security Agency, upon suspension or withdrawal of its certification, shall discontinue use of the Certification mark, in any form.
- h) The Private Security Agency, upon suspension or withdrawal of its certification, shall discontinue use of all advertising matter that contains any reference to its certification status.
- i) In case the Certification Mark is observed to be used by a certified Private Security Agency contrary to the conditions specified, suitable actions shall be taken by the certification body in accordance with the relevant requirements of ISO 17021 and those specified in the documents "STAR Scheme Certification Process" and "STAR Scheme Requirements for Certification Bodies". Depending upon the extent of violation, the suitable actions may range from advice for corrective actions to withdrawal of certification especially in situations of repeated violations. In case the certified Private Security Agency does not take suitable action to address the wrong use of the Certification Mark, the certification body may suspend/withdraw the certification.
- j) If a certified Private Security Agency's certification is suspended; its certificate cancelled, withdrawn or discontinued, it is the certified Private Security Agency's responsibility to discontinue the use of the Certification Mark from the date from which the certificate stands suspended, cancelled, and withdrawn or discontinuation comes into force. The certification bodies that have certified the Private Security Agency needs to ensure compliance as stated above.

- k) The certified Private Security Agency shall sign a legally enforceable agreement with the certifying certification body, on behalf of QCI whereby it is allowed to use the Certification mark after agreeing to all the relevant conditions as described in this document.
- l) The certified Private Security Agency shall pay an annual fee to QCI, for the use of STAR Scheme Certification Mark as prescribed from time to time. This payment shall be made to its certification body for onward submission to QCI.

## **6. Process for signing of contract between QCI and the Certified PSA Security Agency**

- 6.1.** Once the Private Security Agency is certified by the QCI approved certification bodies, then the certification body shall require the certified Private Security Agency to fill up in duplicate the contract form, template for which is enclosed in Annex 1 to this document.
- 6.2.** The certification body shall forward the filled contract form to QCI, for the purpose of signing and completing the contract formalities. Along with the contract form, the relevant certification body shall also forward the details of the certified Private Security Agency, covering as a minimum the following information:
  - a) Name and address of the certified Private Security Agency.
  - b) Legal entity Status (with evidence).
  - c) Names of the top management/ownership details.
  - d) Details of the Certification granted – level, number, validity, etc.
  - e) Any other significant detail as considered relevant.

The certification body shall also forward the copy of the draft certification document it intends to issue to the Private Security Agency.

- 6.3.** Upon receiving the signed contract form from QCI, the certification body shall issue the certificate, inform the certified Private Security Agency regarding permission to start using the STAR Scheme Certification Mark and also forward the signed contract form to them. The certification validity shall commence from the day the contract with QCI is signed.
- 6.4.** The Certification body shall also make provision for collecting on behalf of QCI, the annual fee for use of STAR Scheme Certification Mark from the certified Private Security Agency and forwarding the same to QCI.
- 6.5.** The certification body shall also make provision for informing QCI, about any changes in the certification status, like suspension, withdrawal, etc.
- 6.6.** The contract between QCI and the certified agency shall be valid as long as the agency holds valid certification under the STAR Scheme or unless otherwise advised to do so.

**Template for the contract between the certification body and the certified Private Security Agency for use of STAR Scheme Certification Mark**

**AGREEMENT FOR USE OF SECURITY STAR AGENCY RATING SCHEME CERTIFICATION MARK**

M/s \_\_\_\_\_ (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 **STAR Scheme Certification Mark** for the offices for which it has received certification from the ..... (name of certification body) approved by QCI under the **Security sTar Agency Rating Scheme** (hereinafter referred to as the **Scheme**) owned by the **QCI**. This agreement is entered in connection with granting of permission to use the certification mark by QCI under the following terms and conditions agreed upon:

**1. GENERAL CONDITIONS**

- 1.1** The applicant (certified Private Security Agency) agrees to comply at all times with the requirements of the Scheme as applicable presently and as amended from time to time. The applicant shall also agree to pay the Annual fee to QCI, through its certification body.
- 1.2** The applicant shall agree to comply with conditions of the certification as per its contract with the certification as well as QCI as contained in this contract.
- 1.3** This Scheme aims to certify the management system of the Private Security Agency for their ability to meet customer and applicable statutory requirements and does not certify Security Services as a service itself since the requirements for Security Services shall vary with customer needs. In view of this no applicant shall make any service related certification claims. The Mark shall not be displayed on transportation vehicles and uniforms.
- 1.4** The applicant may use the Certification Mark in publicity material, pamphlet, letter heads, other similar stationary; media for exchange of any communication, for promoting the awareness of the scheme, the Certification Mark, etc. The applicant may also use the STAR Scheme certificate issued by the certification body as part of publicity material. The applicant, however agrees to take care, while using the above documents to ensure that the Mark is used only with respect to the Private Security Agency certified and it shall not give impression that the non-certified, other than certified scope services, services from offices not included in scope or a related company are also certified.

- 1.5 The applicant agrees to use the STAR Scheme Certification Mark only with respect to the Private Security Agency covered under certification granted to it and will continue to comply with the certification criteria.
- 1.6 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 and when its QCI approval is valid.
- 1.7 The applicant agrees not to make use of the **STAR Scheme Certification Mark** or name of QCI which could be misleading or unacceptable to QCI.
- 1.8 The applicant agrees to make claims of certification only for offices/locations and scope which are specifically covered under certification.
- 1.9 The applicant agrees not to use the marks in such a manner that would bring QCI or the Scheme into disrepute and/or lose public trust.
- 1.10 The applicant agrees to inform QCI in writing of any significant changes in the applicant's name, ownership or location for which the applicant has obtained the certification.
- 1.11 The applicant shall inform QCI, without delay, of matters that may affect its ability to conform to the certification requirements.
- 1.12 The applicant agrees to provide any information sought by QCI regarding operation of the Scheme by the applicant.
- 1.13 The applicant agrees that its name, location and the scope of certification is included in the directory maintained and published by QCI.
- 1.14 The applicant agrees for the conduct of announced/ unannounced/ decoy assessments in order to verify the compliance of the applicant with reference to the use of the Mark as allotted to it and with respect to the complaints received by QCI about the applicant and to pay such charge within the time as communicated by QCI.
- 1.15 The applicant agrees to discontinue the use of the Certification Mark from the date from which the certificate stands suspended, cancelled, and withdrawn or discontinuation comes into force.
- 1.16 Upon suspension or withdrawal/cancellation of its certification, the applicant shall discontinue use of all advertising material referring to the use of certification marks with immediate effect and submit a declaration to this effect to QCI. It shall also refrain from making claim in any form regarding the certification under the STAR scheme.

## 2. OTHER REQUIREMENTS

- 2.1 This agreement is entered for a period of the validity of the 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 sent by courier/registered post or facsimile or email to the address of the applicant as mentioned on the company information sheet or any change 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 Applicant :**

(the chief executive of the organization or an authorized signatory)

**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:**