


Document Title: <b>EDS / Certification Agreement For UAVCC</b>	
Document no: <b>EDS/UAVCC/004</b>	
Version No: <b>02</b>	
Version Date: <b>11-11-2025</b>	

## **Agreement for Unmanned Aircraft Systems (UAS) Certification Services**

**This Agreement** is made on this [Date] day of [Month], 2025, (Effective Date) by and between:

[Client's Name], having its registered office at [Address], (hereinafter referred to as "Applicant"),

AND

**The Automotive Research Association of India (ARAI)**, a society registered under the Societies Registration Act, 1860, having its registered office at S. No. 102, Vetal Hill, Off Paud Road, Kothrud, Pune 411 038, India, (hereinafter referred to as "ARAI or CB").

**WHEREAS**, the Applicant desires to engage the CB to provide Unmanned Aircraft Systems (UAS) certification services, and the CB agrees to provide such services under the terms and conditions set forth herein.

### **1. Scope of Services**

The CB agrees to provide the following services:


- 1.1. The CB will certify UAS as per the standards and guidelines set by the relevant authorities, ensuring that the UAS meet all regulatory and safety requirements.
- 1.2. The CB will conduct necessary inspections, tests, and evaluations to ensure compliance with applicable standards. This includes physical inspections, performance tests, and safety evaluations.
- 1.3. Upon successful completion of the certification process, the CB will issue statement of conformity to DGCA.
- 1.4. The scope of certification can be extended upon meeting additional requirements and successful evaluation by the CB. The Applicant must apply for scope extension and undergo the necessary evaluations.

### **2. Applicant Requirements**

The Applicant shall:


- 2.1. Always fulfil the certification requirements, including product-specific requirements as specified in the "Certification Criteria – UAS Certification Scheme" and the "Certification Process – UAS Certification Scheme" The Applicant must comply with all applicable regulatory requirements as applicable from time to time and norms specified by the CB.
- 2.2. The liability on account of non-conforming product shall rest with the applicant.
- 2.3. Make necessary arrangements for evaluations, including access to records, documentation, and accommodation for observers such as accreditation body assessors or regulators. The Applicant must provide all necessary support for the conduct of evaluations.

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- 2.4. Make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation body assessors. Regulators or trainee evaluators).
- 2.5. Makes claims regarding certification only in respect of the scope for which certification has been granted;
- 2.6. Does not use its certification in such a manner as to bring the CB into disrepute and does not make
- 2.7. Any statement regarding its certification which the CB may consider misleading or unauthorized;
- 2.8. Endeavours to ensure that no certificate or report nor any part thereof is used in a misleading manner.
- 2.9. If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety
- 2.10. In making reference to its UAS Certification Scheme in communication media such as documents, brochures or advertising, complies with the requirements of the CB if applicable.
- 2.11. Apply a Certification Mark to each certified UAS, or to product packaging, or on information accompanying each product, if applicable.
- 2.12. Maintain a system for handling customer complaints and corrective actions. The Applicant must keep records of all complaints and adverse incident reporting and make these records available to the CB upon request. Appropriate actions must be taken to address complaints and deficiencies found in products and services and records must be taken.
- 2.13. The client shall inform the CB, without delay, of matters that may affect ability to conform to the certification requirements. These shall include changes in:
  - 2.13.1. The legal, commercial, organizational status or ownership,
  - 2.13.2. Organization and management (e.g. key managerial, decision-making or technical staff),
  - 2.13.3. Contact address and production sites/premises,
  - 2.13.4. Modifications to the major inputs or other materials with potential to affect the product quality and safety; framing practices or the technology and in the internal control measures which are significant in nature.
  - 2.13.5. Any other information indicating that the product may no longer comply with the requirements of the UAS Certification Scheme and certification criteria
- 2.14. In the event of changes affecting the capability to comply with the requirements of the UAS Certification Scheme as mentioned above, or in the event of changes in the criteria, the statement of conformity shall be processed for cancellation and the client shall agree for the same and apply afresh.
- 2.15. Clients shall maintain records of complaints received and their resolution and inform the CB of the same.
- 2.16. Nominate a management representative as the point of contact with the CB for all certification-related matters. The designated representative will be responsible for communication and coordination with the CB.
- 2.17. Certificates issued to Applicants are non-transferable and specific to particular make and models of UAS manufactured by applicant. Make no misleading use of the CB's marks or logos. The Applicant will be solely responsible to ensure that all references to certification are accurate and

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authorized by the CB. The Applicant shall not use the certification in a manner that could bring the CB into disrepute.


- 2.18. Maintain confidentiality of the CB's information unless required by law or regulatory authorities and if Applicant is required to disclose the information under any regulatory order or Notification prior information shall be given to CB and provide only relevant information required for disclosure.
- 2.19. Ensure that all personnel, including its directors, employees, representatives and contractors will maintain the confidentiality of the information received during the course of engagement with the CB and Applicant shall ensure that such employee is bound either by Confidentially Agreement or Employment Agreement to restrict unauthorised disclosure.
- 2.20. Maintain compliance with the certification scheme and related documents. The Applicant must ensure that all certified products continue to meet the certification requirements and take necessary actions to address any non-compliances.
- 2.21. The Applicant must ensure that the mark is used appropriately and not misleadingly. The use of the Certification Mark must comply with the rules specified in the certification scheme.
- 2.22. The applicant shall declare whether it has been an applicant/whether it has been evaluated under this Scheme with or by any other CB, and if yes, then shall provide the previous evaluation reports to the new CB. The CB may verify the information provided by contacting the previous CB.
- 2.23. When the certification scheme introduces new or revised requirements both in CS for UAS, Certification Criteria and Certification Process requirements that affect the applicants and the UAS manufacturer, the applicant/UAS manufacturer shall to submit an application for certification to verify delta compliance necessitated due to changes in the certification criteria and certification process requirement.
- 2.24. Applicants found to be misusing the certification/certification mark while their application is being processed for grant of certificate, shall not be processed any further, and rejected after giving a due notice of 15 days.
- 2.25. Antecedents shall be declared by the applicant to CB. If penalized under the law, the application will not be entertained during the period of penalty and in any case for at least one year from the date of imposition of penalty.

### 3. CB Responsibilities

The CB shall:

- 3.1. Maintain confidentiality of the Applicant's information unless required by law or regulatory authorities. The CB must ensure that all personnel, including committee members and contractors, adhere to confidentiality of the information received during the course of engagement with the applicant.
- 3.2. Inform the Applicant of any complaints received related to the certified products or services. The CB must provide details of the complaints and any actions taken to address them.
- 3.3. Ensure that all assessors sign confidentiality agreements and adhere to the confidentiality obligations. The CB must ensure that assessors are trained and qualified to conduct evaluations.

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- 3.4. Notify Applicants of any changes to certification requirements and ensure that these changes are communicated in a timely manner. The CB must provide guidance for compliance with the new requirements.
- 3.5. Ensure the Certification Mark is used appropriately and not misleadingly. The CB must document procedures for the use of the Certification Mark and handle non-compliances related to its use.
- 3.6. Handle non-compliances related to the use of the Certification Mark and take appropriate actions, including penal actions if necessary. The CB must ensure that any misuse of the Certification Mark is addressed promptly.
- 3.7. When confidential information is made available to other bodies (e.g. accreditation body, agreement group of a peer assessment scheme), the CB shall inform its client of this action, in advance, through agreements, etc.
- 3.8. Information about the applicant obtained from sources other than the applicant (e.g. from the complainant or from regulators) through the evaluation process, if used for certification decision by the CB shall be made known to the applicant.
- 3.9. In case of transfer of certificate or application, when the applicant decides to move from one CB to another CB, the CB to which the client is now moving may ask the previous CB for information on the reasons for such movement or the performance of the client with respect to the certification requirements. The previous CB shall be obliged to share this information within a reasonable time, not exceeding 10 days from the date of receipt of the request. Such information shall not be considered as confidential and the CB shall inform its client of this requirement, in advance, through agreements, etc.
- 3.10. Make recommendation for suspension/ withdrawal of certificate to DGCA as defined in clause 4.10 of UAS Certification Process Details (EDS/UAVCC/006).


#### 4. Payment

- 4.1. The Applicant agrees to pay the CB a total amount of INR \_\_\_\_\_/-  
\_\_\_\_\_ [Amount], Plus Taxes, as applicable for the services rendered. Payment shall be made as follows:
- 4.2. 100% Advance along with the order.
- 4.3. The Applicant must ensure that payments are made on time and in accordance with the agreed schedule.
- 4.4. ARAI is exempted u/s 197 of the Income Tax Act, 1961. Hence, TDS may not be deducted when releasing payment to ARAI. TDS Exemption Certificate will be provided by ARAI.

#### 5. Term & Termination

- 5.1. This Agreement shall come into effect on the effective date of the Agreement and remain valid for the period of **6 Months**. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. In the event of termination, the CB shall be compensated for all services performed up to the date of termination.

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- 5.2. The Applicant may terminate the Agreement if the CB fails to meet its obligations as outlined in this Agreement. The Applicant must provide written notice of 15 days to the CB and allow the CB an opportunity to address any issues before termination.
- 5.3. The CB may terminate the Agreement if the Applicant fails to comply with the certification requirements, breaches any terms of the UAS certification or fails to make timely payments. The CB must provide written notice of 15 days to the Applicant and allow the Applicant an opportunity to address any issues before termination.

## 6. Governing Law

- 6.1. This Agreement shall be governed by and construed in accordance with the laws of India and subject to the jurisdiction of courts in Pune.


## 7. Dispute Resolution

- 7.1. Any disputes arising out of or in connection with this Agreement shall be resolved through mutual discussions. If the dispute cannot be resolved amicably, it shall be referred to arbitration which will be administered by the India International Arbitration Centre (“IIAC”) as per provisions of the Arbitration & Conciliation Act, 1996 [as amended]. The Sole Arbitrator, to be appointed by the IIAC in mutual interest. The place of Arbitration shall be Pune, Maharashtra. The language of Arbitration shall be English. The Award to be made in pursuance thereof shall be in writing and well-reasoned. The decision of the arbitrator shall be final and binding on both parties.

## 8. Other Terms & Conditions

- 8.1. Any amendments to this Agreement must be in writing and signed by both parties. No oral modifications or amendments will be considered valid.
- 8.2. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. Any previous agreements, whether written or oral, are null and void.
- 8.3. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be replaced with a valid and enforceable provision that most closely reflects the original intent of the parties.
- 8.4. The CB may conduct more frequent audits based on performance or other requirements, and the Applicant agrees to accommodate these audits. The Applicant must provide access to records, documentation, and facilities as required for the audits.
- 8.5. Certification status, including suspensions or withdrawals, may be listed in public domains, including the CB's website. The Applicant agrees to the publication of certification status and any related information.
- 8.6. ARAI does not have affiliation with any organization that provides product, manufacturing or services related consultancy for UAV development or certification.

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- 8.7. ARAI can decline to accept an application or maintain a contract for certification from a client when fundamental or demonstrated reasons exist, such as the client participating in illegal activities, having a history of repeated non-compliances with certification/product requirements, or similar client-related issues
- 8.8. The Applicant agrees to indemnify and hold harmless the Certification Body against the use of certification from and against any and all claims, damages, losses, and expenses, including but not limited to legal fees, arising out of or in connection with the use of the drone, the operation of the drone, or any breach of this Agreement by the Applicant.
- 8.9. In the event services to be provided by ARAI are delayed or is prevented from performing it's any obligations due to any cause beyond its reasonable control, acts of God, internet failures, breakdown of systems, computer equipment failures, research equipment failures, or any other government regulations, fire, floods, storms, electrical failure, civil disturbances, riots, pandemics etc. ("Force Majeure") such delay shall be excused during the continuance of delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed.

#### **9. Use of Certificates and Certification Mark**

- 9.1. The Certification Mark may be used in publicity material, pamphlets, letterheads, and other similar stationary, provided it is used accurately and not misleadingly.
- 9.2. The Applicant must ensure that the Certification Mark is used in accordance with the rules specified in the certification scheme.
- 9.3. The applicant must ensure that the Certification Mark is used only with respect to the certified UAS model and not in a misleading manner. The Applicant must not make any claims that could mislead customers or the public regarding the certification status.
- 9.4. Upon suspension or withdrawal of certification, the UAS manufacturer must discontinue the use of the Certification Mark and all advertising matter referencing the certification. The Applicant must take immediate action to remove any references to the certification from all materials.
- 9.5. Applicant agrees to comply with guidelines for use of Certification Mark(**EDS/UAVCC/009**) and Application for Permission to use the Certification Mark(**EDS/UAVCC/010**).

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**10. Contact Information:**

**For APPLICANT**

Address:  
Phone  
Email:  
Attention:

**For ARAI**

Address:  
Phone:  
Email:  
Attention:

**11. Independent Contractor**

The parties intend that the relationship created hereby is that of an independent contractor. No provision of the Agreement creates or contemplates any partnership, joint venture, agency, employment relationship or other similar relationship between the parties or any of their respective employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Applicant Name**

**The Automotive Research Association of India**

By:

By:

Name:

Name:

Title:

Title:

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