Certification Service Agreement

Introduction

This Certification Service Agreement was written to cover the Scope of Service and Certification holder/ grantee responsibilities for the countires/domains that MiCOM Labs can issue compliance certificates under its ISO 17065 accreditation status – USA (FCC), Canada (ISED), Japan (MIC) and European Union.

General Requirements

This Service Agreement covers the requirements of the following four certification schemes as operated by MiCOM Labs Certification;

Country	Recognition Body	Designation	Identification No.
USA	Federal Communications Commission (FCC)	TCB	US0159
Canada	Canada ISED	FCB	US0159
Japan	MIC (Ministry of Internal Affairs and Communication)	RCB	R210
Europe	European Commission	NB	NB 2280

1.The certification holder/grantee acknowledges and agrees to the following;-

(a) always fulfills the certification requirements, including implementing appropriate changes when they are communicated by MiCOM Labs;

(b) ensures the product for which a Certificate is issued always fulfils the product compliance requirements under the certification scheme and that all ongoing production of the certified product continues to fulfill the product requirements and agrees that if the conditions under which the Certification was issued are not met, that the Certification will not be valid and will be revoked;

(c) 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 certification holder / grantee's subcontractors;

2) investigation of complaints;

3) the participation of observers, if applicable;

(d) makes claims regarding certification consistent with the scope of certification;

(e) does not use its product certification in such a manner as to bring MiCOM Labs into disrepute and does not make any statement regarding its product certification that MiCOM Labs may consider misleading or unauthorized;

(f) upon suspension, withdrawal, or termination of certification, the certification holder / grantee discontinues 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 measures;

(g) if the certification holder/ grantee 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 certification holder/ grantee complies with the requirements of MiCOM Labs or as specified by the certification scheme;

(i) complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and that conformity marks are only on specific products found to comply with the requirements, and on information related to the product;

(j) keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to MiCOM Labs when requested, and:

1) takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification.

2) documents the actions taken.

2. MiCOM Labs will issue Certification that is valid for the specified equipment as it is presented at the time of certification. The certification holder / grantee will inform MiCOM Labs, without delay, of changes that may affect its ability to conform with any of the requirements under the certification scheme.

Some examples of this may be, but are in no way limited to the following;-

Product modifications; Changes in the chassis material, chassis gasket methodology / material, grounding, antenna gain, antenna type, shielding material, modification of transmissions lines, changes to transmission line matching circuitry, operating duty cycle, change of product usage, operating frequency, bandwidth, transmit power / EIRP);

Changes to; the Legal, commercial, organizational status; contact address and production sites.

Such modifications shall require additional approval in the form of a review and amendment to the original product certification and changes to the product certification records including the certificate.

3. MiCOM Labs shall exercise the control as specified by the certification scheme over ownership, use and display of licenses, certificates, marks of conformity, and any other mechanisms for indicating a product is certified.

Incorrect references to the certification scheme, standards or misleading use of licenses, certificates, marks, or any other mechanism for indicating a product is certified, found in documentation or other publicity, shall be dealt with by suitable action by MiCOM Labs and/or the appropriate regulatory authority.

4. Confidentiality - MiCOM Labs will hold all forms and documents that make up the certification application confidential and will not release any information to third parties without written consent from the applicant.

General Terms and Conditions:

DOCUMENTATION

Documentation required for evaluation of the certification application must be provided in its entirety. Technical evaluation of the application will not begin until all of the required documentation is made available to MiCOM Labs.

Applicant agrees to be fully liable for the quality and accuracy of the application and all documentation provided for certification purposes.

Requests for additional application documentation (corrected / additional forms; attestation letters, application exhibits, technical information, etc) shall be delivered to MiCOM within 60 days of the request. Failure to provide the requested documentation within this timeframe may result in dismissal of the certification application or may incur the full fee.

Electronic Signatures

MiCOM Labs, Inc. uses an event driven cloud based system to manage certification programs. Client electronic signatures may be used on an as needed basis at key stages in the certification process as a record of agreement/acknowledgement on application and certification details.

I acknowledge and agree to the above terms and conditions in their entirety.

Signature: Thomas Milewski **Date:** Nov. 23, 2019

Name: Thomas Milewski

Title: Manager

Company: EIS GmbH

Annex A - FCC Certification Scheme

The following requirements apply for FCC in addition to the General Requirements.

A1) Confidentiality - MiCOM Labs will hold all forms and documents that make up the certification application confidential and will not release any information to third parties without written consent from the applicant.

Under the FCC certification scheme MiCOM Labs is required to upload product application information to the FCC regulatory web site in order to issue certification and product(s) to be listed in the FCC website.

A2) The certification holder / grantee are required to make provision to have 'production' samples available for at least one year after the last production date and may be required to submit samples of the equipment for post-market surveillance testing in accordance with the current FCC requirements. These samples may be requested, at any time, by either MiCOM Labs or the FCC.

A3) All conditions in this Service Agreement are based on current FCC requirements. In case of conflict the latest FCC requirements will take precedence over this agreement.

US Federal Communications Commission

The following documents WILL BE publically available on the FCC web site after certification is granted:

- *Test Reports (RF, EMC, SAR, HAC etc..)*
- *External product photos.*
- *Internal product photos.*
- *Cover letters (confidentiality requests, etc)*
- *User manual(s)*
- *Label drawings and label placement drawings*

Annex B - Canada ISED FCB Certification Scheme

The following requirements apply for Canada ISED (Innovation, Science and Economic Development Canada) in addition to the General Requirements.

B1) Confidentiality - MiCOM Labs will hold all forms and documents that make up the certification application confidential and will not release any information to third parties without written consent from the applicant.

Under the Canada ISED certification scheme MiCOM Labs is required to upload product application information to the Canada ISED regulatory web site in order to issue certification and products to be listed in the ISED REL (Radio Equipment List) website.

B2) The certification holder / grantee are required to make provision to have 'production' samples available for at least one year after the last production date and may be required to submit samples of the equipment for post-market surveillance testing in accordance with the current Government of Canada ISED requirements. These samples may be requested, at any time, by either MiCOM Labs; or Canada ISED.

B3) All conditions in this Service Agreement are based on current Canada ISED requirements. In case of conflict the latest ISED requirements will take precedence over this agreement.

B4) Currently, none of the documents provided to Government of Canada ISED are made available to the public (However clients should note that items may be subject to disclosure under the provisions of "Access to Information Act")

The following product information will be publically viewable on the Government of Canada ISED web site.

- *Certificate Holder, name and address and contact information*
- *Operating frequency range of the certified product*
- *Transmit power (and / or EIRP / field strength) of the certified product*
- *Applicable RSS Standard*
- *Emission designation*
- *Product technical details requested in MiCOM Labs Canada ISED Certification Application form # RSP-100*

Annex C - Europe Notified Body Certification Scheme

The following requirements apply for Europe in addition to the General Requirements.

C1) Use the CE mark only on specific products that have been found to comply with the requirements.

C2) Apply a mark to each product, product packaging, and information accompanying each product, as required by the applicable Directives.

C3) The manufacturer shall keep a copy of the EU-type examination certificate, its annexes and additions together with the technical documentation at the disposal of the national authorities for 10 years after the apparatus has been placed on the market.

Reference; EMC Directive 2014/30/EU Annex III Section 7 & RED Directive 2014/53/EU Annex III Section 7
The manufacturer shall inform the notified body that holds the technical documentation relating to the EU-type examination certificate of all modifications to the approved type that may affect the conformity of the apparatus with the essential requirements of this Directive or the conditions for validity of that certificate. Such modifications shall require additional approval in the form of an addition to the original EU-type examination certificate.

Reference; EMC Directive 2014/30/EU Annex III Section 8 & RED Directive 2014/53/EU Annex III Section 8
MiCOM Labs Certification shall inform its notifying authority concerning the EU-type examination certificates and/or any additions thereto which it has issued or withdrawn, and shall, periodically or upon request, make available to its notifying authority the list of such certificates and/or any additions thereto refused, suspended or otherwise restricted.

MiCOM Labs Certification shall inform the other Notified Bodies concerning the EU-type examination certificates and/or any additions thereto which it has refused, withdrawn, suspended or otherwise restricted, and, upon request, concerning such certificates and/or additions thereto which it has issued.

MiCOM Labs Certification shall inform the Member States of EU-type examination certificates it has issued and/or additions thereto in those cases where harmonised standards the references of which have been published in the Official Journal of the European Union have not been applied or not been fully applied. The Member States, the Commission and the other Notified Bodies may, on request, obtain a copy of the EU-type examination certificates and/or additions thereto. On request, the Member States and the Commission may obtain a copy of the technical documentation and the results of the examinations carried out by the Notified Body.

MiCOM Labs Certification shall keep a copy of the EU-type examination certificate, its annexes and additions, as well as the technical file including the documentation submitted by the manufacturer for 10 years after the radio equipment has been assessed or until the expiry of the validity of that certificate.

Reference; EMC Directive 2014/30/EU Article 32, RED Directive 2014/53/EU Article 34
Where, in the course of the monitoring of conformity following the issue of a certificate, a Notified Body finds that an apparatus no longer complies, it shall require the manufacturer to take appropriate corrective measures and shall suspend or withdraw the certificate if necessary.

Where corrective measures are not taken or do not have the required effect, the Notified Body shall restrict, suspend or withdraw any certificates, as appropriate.

All conditions in this Service Agreement are based on current European and MRA requirements. In case of conflict the latest requirements will take precedence over this agreement.

Annex D - Japanese MIC RCB Certification Scheme

The following requirements apply for Japanese MIC (Ministry of Internal Affairs and Communications) in addition to the General Requirements.

D1) Applicant hereby declares that the structure of the high frequency and modulation part of the radio, except antenna system in the applying device is designed not to be tampered with or modified by the end user.

D2) Applicant agrees to allow disclosure of Application, Documents and Test Report, Certificates issued by MiCOM Labs, upon demand, to The Ministry of Internal Affairs and Communications, Japan—herein referred to as “MIC”—by MiCOM Labs Inc as a Recognized Certified Body. Documents disclosed to MIC will be exempt from all Non-Disclosure agreements.

D3) All conditions in this Service Agreement are based on current Japanese and MRA requirements. In case of conflict the latest requirements will take precedence over this agreement.

The following product information will be made available to the Japanese MIC.

- Test report(s)
- External product photographs
- MiCOM Labs Certificate of Compliance that includes but is not limited to the following information;

  Approval Holder name and address details

  Applicable Japan Standard(s)

  Operating frequency range of the certified product

  Transmit power of the certified product

  Emission designators

  Product Hardware & Firmware versions