

## **Certification Agreement**

*(Issue 5 Dated 06 October 2016)*

### **1.0 Scope**

Certification Agreement covers the terms and conditions of the certification body for testing and certification of smart cards/Microelectronic Module/Inlay. This includes the obligations of the client and certification body.

### **2.0 Responsibility**

Director (Smart Card) - To ensure that agreement is signed by the client without any dissent

(Product Certification)

Clients - To abide by the Rules and Procedures, terms and conditions, laid down by Certification body.

Certification Body - To provide service to applicant as per agreement.

### **2.0 Responsibility of Certification Body**

As a party to this agreement, to evaluate and certify smart card /Microcontroller Module and inlays in accordance with the current issue of Rules and Procedures and other Applicable normative documents, It should be noted that in pursuance of its policy of continuous improvement of its services, Certification Body reserves the right to modify the contents of Rules and Procedures at any time.

### **3.0 Responsibility of Client**

As a party to this agreement, to provide Certification Body with all documents, information and facilities as necessary to enable Certification Body to provide the services under this agreement. Also to abide by the terms and conditions as laid down by Certification Body from time to time.

### **4.0 Terms of Payment**

Terms of payments are as per document “schedule of charges” It should be noted that schedule of charges is subject to review and should be paid in advance.

## **5 Liability**

The Certificate given to a client under the scheme shall not be regarded as in any way diminishing the mutual contractual responsibilities / obligations between the client and his customer. While the Certificate will normally be a sound indicator of the capability of client to; in line with the applicable standards and normative documents, it should not be taken as a sort of guarantee accorded by the Certification Body.

## **6 Indemnity**

The organization shall fully and effectively indemnify Certification Body against all costs, claims, actions and demands arising from:

- i) The services provided by Certification Body.
- ii) The use or misuse by the organization of Certificate and/or logo provided by Certification Body in accordance with this agreement.
- iii) Any breach of this agreement.

## **7 OBLIGATIONS OF CLIENT**

**7.1** A client / organization holding a valid Certificate shall:

- a) Comply in all respects with the Applicable standards and normative documents.
- b) Submit to the Certification Body for information, the form in which he proposes to use the Certificate and/ or logo/ mark;
- c) Not use the Certificate/ logo/ mark in any manner which may mislead the interpretation;
- d) Not make any change to the System which formed the basis for grant or continuation of registration and which prevents compliance with the Product standard;
- e) Document all changes made to the System and make available records of such changes to the Certification Body;
- f) Keep records of all customer complaints in respect of products, process or service and corresponding remedial measures related to System;
- g) Provide the name and addresses of its clients/ organization/ user where the Smart Card products are being supplied under a commercial agreement and where the certificate of compliance is one of the basis for supply, within one month of getting the order/signing the agreement.

- h) Upon suspension or cancellation / withdrawal of Certificate, discontinue of use of Certificate and logo/ mark in all advertising material and other matter which contains any reference thereto; and
- i) Pay all financial dues to the Certification Body as prescribed.
- j) In case of flash based products,
  - j.1) Shall obtain “Flash Programming Declaration Certificate” from chip manufacturer declaring that the Operating System has been loaded in the Flash Memory chip at wafer level in the chip manufacturer’s facility and that it has been locked at that facility in a way that it cannot be altered, modified, erased or deleted either selectively or wholly. The format of the certificate is given in SCSPC-05-10
  - j.2) Shall provide the Chip ID Tool (hardware and software) to allow identification of the chip in the smart card submitted for certification.
  - j.3) Shall submit from chip vendor EAL4+(or Higher) Common Criteria Certificate along with Security Target of Evaluation of the Boot loader/Flash Loader/Start Program / Boot Program under the Common Criteria Certificate. The Common Criteria Certificate must display BSI-CC-PP-0035-2007 / BSI-CC-PP-0084-2014 (or newer) Protection Profile.

**Note:** the client/ organization is not entitled to any refund of fees paid or cost incurred in the event of non-renewal, suspension, withdrawal/ cancellation, modification of certificate.

## **7.2 Obligation of Client Related With Testing, Use of Test Report and of Certification Body:**

- a) The test report issued by the Certification Body is not to be used for any legal purposes and shall not be produced in the court of Law.
- b) The test report shall not be misused.
- c) The test report must be reproduced in full and in no case, this should partially be reproduced.
- d) The test report shall not be regarded in any way diminishing the contractual requirements between the buyers and sellers.

- e) The Certification Body provides the services solely for the benefit of the client. As the sole intended beneficiary, the Certification Body has a right to enforce this agreement over the client.
- f) This agreement is not enforceable by any third parties, including, the general public, the Client's customers, creditors, potential investors, shareholders or other developers or testers who are working for or in conjunction with the client.
- g) The test report provided by the certification body to the client is for the benefit and guidance of the client only and not intended for communication to a broader audience.
- h) The Certification Body and the client have arrived at the extent and depth of testing that can reasonably achieved despite the Certification Body Client's other constraints and the product's design and reliability.
- i) The Certification Body shall have no liability for any damages to the client or consequential damages (including lost profits) of the client or any third party, even if the Centre has been advised of the possibility of such damages.
- j) The conditions are subject to change/ modification without any prior notice.
- k) The Certification Body does not endorse the ownership of the product claimed, if any, by the client.
- l) The test lab/ Certification Body has only tested the product as a black box as received from the client and in no way addressed the issue of violation, if any, of the intellectual product rights.
- m) The responsibility of confirming the correctness of the contents was that of the client and not that of the Certification Body. The Certification Body has only checked the quality of the product assuming that the contents are correct and appropriate.
- n) The Certification Body considers the Client's test results and other product related information as confidential information of Client and agrees not disclose to any third party without prior written consent of client.
- o) In case of any technical dispute, disagreement or interpretation, the decision of Certification Body shall be final and binding on both the parties.
- p) Product to be tested and associated documentation shall be given free of charge. Certification Body and software test lab is permitted to install this software on one or more machines at laboratory for the purpose of testing and evaluation only.

- q) Smart Card product is given to the test lab and certification body without any warranty or support as to performance.
- r) Certification Body and test lab are not permitted to modify any or all of the components of the Smart Card product.
- s) Certification Body and test lab is prohibited from
  - (i) distributing Smart Card & related product to any other party
  - (ii) commercializing any part or whole of the product
  - (iii) donating it to interested party or otherwise
  - (iv) packaging, bundling up or integrating in any other software.
- t) Certification body has right to keep smart card product submitted for testing & certificate as reference.
- u) Certification body has right to close the certification process on hard mask sample, if the supplier(client) is unable to submit the hard mask samples after issuance of first phase test report within 6 month from the date of issuance of first phase / soft mask test report.

**Acceptance of Certification of Agreement**

The terms and conditions laid down in this document are acceptable to me.

**FOR THE CLIENT/ ORGANIZATION**

**FOR CERTIFICATION BODY**

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\_\_\_\_\_

**(Name and signature)**

**(Name, function title, and signature)**

**Authorized signatory**

**Authorized signatory**

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_