

IC3S

Certification Agreement (STQC/CC/D14) Issue : 05



CC Certification Body, STQC Directorate,
Indian Common Criteria Certification Scheme (IC3S),
MeitY, Government of India
INDIA


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0.1 Approval and Issue


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Reviewed by : Management Representative

Approved by : Head, CC Scheme

Note:

- Management Representative is responsible for issue and distribution of this document including amendments.
- Holder of this copy is responsible for incorporation of all the amendments and currency of the document.

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1.0 Purpose and Scope

- 1.1 The purpose of this document is to ensure that the certification body and client abide by the rules & regulation of the Indian Common Criteria Certification Scheme.
- 1.2 The scope of this procedure covers the terms and conditions of the certification body, including the obligations of the client and certification body.
- 1.3 The scope of this document does not include the testing and evaluation activities of the CCTL. A separate agreement needs to be signed between CCTL and the applicant organization covering procedural, financial and any other related aspect.

2.0 Responsibility

Operation's personnel	-	Responsible to ensure that agreement is signed by the client without any dissent.
Certified clients	-	To abide by the terms and conditions laid down by Certification body.
Certification Body		To provide service to certified clients under the agreement

3.0 Associated Document

STQC/CC/D02	:	Quality Manual
STQC/CC/D06	:	Guidance to Applicants

4.0 Definitions

For the purpose of this document, the definitions contained in clause 1.3 of the document, STQC/CC/D02 – “Quality Manual” shall apply.

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5.0 Resources

For the purposes of the activities depend in this document, the personnel resources are identified in document,STQC/CC/D11.

6.0 Procedure

- 6.1 Before proceeding with certification, the Operation's personnel shall ensure that the Certification Agreement has been signed.
- 6.2 It is required that all the responsibilities and obligations from the certification Body is met by all concerned.
- 6.3 In pursuance to its policy of continuous improvement of its services, the certification body reserves the right to modify the content of the Rules of Procedures and procedures for certification. However, it is required to notify the same to the certified client well in advance, so as to prepare for any change in requirement of certification.
- 6.4 The original copy of the certification agreement is to be kept with Certification Body. The content of the agreement is same as per the annexure A to this document.

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Annexure – A

PART-I

1.0 Responsibility of Certification Body

As a party to this agreement, to validate and certify in accordance with the current issue of Rules of Procedures and procedure for Registration of applicant organisation. 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 procedures at any time.

2.0 Responsibility of Applicants

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.

3.0 Terms of Payment


Terms of payments are as per document schedule of charges STQC/CC/D07 and part 2 of this document. The basic charges for the services requested are quoted on the assumption that the information supplied by the applicant organisation was accurate and complete. It should be noted that schedule of charges is subject to review.

4.0 Postponement of Certification schedule

If the organisation postpones the agreed certification schedule (including evaluation and validation) beyond a reasonable time frame, Management Committee is empowered to take appropriate decision as deemed fit.

5.0 Cancellation

If the organisation cancels the agreed certification (including evaluation and validation), the registration fees/charges will be forfeited.

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6.0 Invoices

Invoices will be submitted by Certification Body for Application fee and invoices for evaluation will be submitted by CCTL.

7.0 Payment

It shall be noted that the Certificate of Registration cannot be released until payment has been received.

8.0 Termination, reduction, suspension or withdrawal of certification

Parties may terminate this agreement :-

8.1 *By Notice*

Three months written notice may be given by the applicant organisation to the Certification Body.

8.2 *By Default*

8.2.1 Immediately upon either party being notified by the other of any material breach of this agreement.

8.2.2 If any party goes into liquidation or part of the undertaking thereof.

8.2.3 If either party ceases to trade whether in whole in part.

8.2.4 If applicant organization does not respond/resolve issues raised by the CCTL/Certification Body within a period of three months. This time limit may be extended based on reasonable justification on case to case basis with the approval of Head CC Scheme.

8.3 In the event of this agreement being terminated whether by notice, default or otherwise the Certificate of Registration issued pursuant hereto shall forth with become invalid and organisation shall cease to use the same and return to Certification Body all documentation and other matters issued pursuant thereto or bearing an indication of such certification.

8.4 Suspension of the certification if remedial action related to nonconformity not addressed timely.

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8.5 Certificate may be withdrawal due to the following:

- a) Complaint from the user.
- b) Use of certificate by the client in such a way that resulted dispute.

9.0 Liability

The Certificate given to an applicant organization under the scheme shall not be regarded as in any way diminishing the mutual contractual responsibilities/obligations between the organization and its customer. The issue of certificate does not imply endorsement of an IT product or protection profile by the Certification Body.

10.0 Indemnity

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

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

11.0 Confidentiality

The Certification Body has adequate arrangements, consistent with applicable laws, to safeguard confidentiality of the information obtained in the course of its certification activities at all levels of its organization, including committees or individuals acting on its behalf.

Except as required in this document information about a particular product or organization will not be disclosed to a third party without the written consent of the organization. Where the law requires information to be disclosed to a third party, the organization will be informed of the information provided as permitted by the law.

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12.0 Information to be published

CB publishes details like Security Target (ST), certified Product list , status of certification, certification report etc. on its website and CC portal. In case the applicant organization has any reservation regarding the same shall be informed to the CB in advance.

PART-II

OBLIGATIONS OF ORGANISATION

An organisation holding a valid Certificate of Registration shall :

- a) Comply in all respects with the appropriate standard and Security Target;
- b) Submit to the Certification Body for prior approval, the form in which it proposes to use the Certificate of Registration and/or logo/ mark;
- c) Not use the Certificate of Registration or logo / mark in any manner which may mislead the interpretation;
- d) Not make any change to the Product which formed the basis for grant or continuation of registration and which prevents compliance with the standard and Security Target;
- e) Document all changes made to the Product and make available records of such changes to the Certification Body;
- f) Give access to the site visit team appointed by Certification Body for the purposes of audit.
- g) Keep records of all customer complaints (also security incidents) in respect of products, process or service and corresponding remedial measures.
- h) Upon cancellation/withdrawal of Certificate of Registration, discontinue of use of Certificate of Registration and logo / mark in

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all advertising material and other matter which contains any reference thereto; and

- i) Pay all financial dues to the Certification Body as prescribed.
- j) Evaluated Security Target (ST) document shall be uploaded on IC3S and CC portal. In case the applicant organization has any issue regarding the same, sanitized (for critical information) ST document will be provided to CB.

Note: The applicant organisation is not entitled to any refund of fees paid.

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Part III**Acceptance of Agreement for Certification**

We agree to and abide by the terms and conditions laid down above in this document.

FOR THE CLIENT**FOR CB**

**(Name and signature)
signature)**

(Name, function title, and

Date _____

Date _____