

	CC Certification Body, STQC Directorate, Indian Common Criteria Certification Scheme (IC3S), MeitY, Government of India
<b>Agreement with Validator</b>	

**1. GENERAL**

This is an agreement between Indian CC Certification Scheme, Ministry of Electronics & Information Technology, Government of India, hereinafter referred to as Certification Body (CB), located at CC Certification Body, Indian Common Criteria Certification Scheme (IC3S), STQC Directorate, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi 110003, India and

<<Name of Validator >>

hereinafter referred to as the Validator, working at:

**2. Validator QUALIFICATIONS**

Individuals, to be employed as CC Validators by CB, shall be qualified as specified in document STQC/CC/D17 "Qualification Criteria for Validators".

Validator(s) shall, prior to acting independently in this capacity on behalf of CB, receive training or complementary training as appropriate in accordance with document STQC/CC/P02 – "Training".

Certification Body will on a regular basis and in accordance with the requirements specified in document STQC/CC/P01 "Validator Recruitment & Performance Monitoring" monitor the activities of Validators during their activities.

**3. RESPONSIBILITIES OF THE VALIDATOR**

The Validator, qualified and experienced in accordance with Section 2 of this Agreement, is employed from time to time by CB in the performance of activities regarding the validation exercises of CC Scheme in the capacity of Validator.

The Validator shall at all times perform his/her assessment activities in accordance with the appropriate CB procedures, instructions and guidance notes.

The Validator will under no circumstances perform validation activities on behalf of CB of an organization for whom he/she has acted in any consulting capacity during the previous two years. The Validator is responsible for advising CB immediately should such a situation arise.

The Validator shall maintain all documentation provided to him by CB as strictly confidential and shall not, without prior consent of CB, allow such documents to be copied or to be provided to any third party.

The Validator shall not promote any activity or service, including consultancy, during the assessment other than the certification services offered by CB.

The Validator shall undertake to maintain as CB clients all those organizations for which work is performed as part of this contract. In so doing the Validator shall undertake not to enter into private contract with these organizations.

**4. RESPONSIBILITIES OF CB**

CB shall on each occasion formally request the services of the Validator for assistance in the performance of validation activities. The request will define the number of man-days for which the Validator is to be employed for each specific validation activity and the Validator shall not, without prior agreement of CB, exceed this number of days.

CB shall provide to the Validator all relevant and necessary procedures, instructions, guidance notes, standard forms, etc., required by him/her for the performance of the validation activities.

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**5. TERMINATION**

Either party may terminate this agreement giving three months' notice in writing of intent to terminate. CB reserves the right to terminate unilaterally and without notice should it find that the conduct of the Validator is not in compliance with the stipulations of this Agreement, or has brought or is likely to bring CB into disrepute, or where there is evidence of incompetence relating to the Validator's CC activities.

**6. FORCE MAJEURE**

Either party shall be relieved from their obligations under this Agreement in the case that is unable to fulfil its obligations as a result of any event beyond the reasonable control of the party concerned.

**7. LAW**

This agreement is governed in accordance with the Laws of India.

**8. CONFIDENTIALITY**

Any document or information of any kind provided to the Validator by an applicant organization either directly or via CB for the purpose of CC activities, shall be treated by the Validator as strictly confidential and he/she shall not, other than as required by law, disclose any such information to any third party without prior written consent of the applicant organization.

**9. CODE OF CONDUCT FOR VALIDATORS**

Validators deployed for performing assessment of should observe the following:

- a) To act in a trustworthy and unbiased manner in relation to both the body by which the Validator is employed, contracted or otherwise engaged and any other organisation involved in an assessment performed by him/her or by personnel directly under his/her control.
- b) To act independently and impartially; to disclose to the body deploying him/her any relationships he/she may have or may have had with the organisation to be assessed and to decline any assignment that could cause or could be perceived as causing conflict of interest.
- c) Not to accept any inducement, gift, commission, discount or any other profit from organisations whose products are validated, from their representatives, or from any other interested person, nor knowingly allow personnel for whom he/she is responsible to do so.
- d) Not to disclose the observations, or any part of them, of the validation assignment for which he/she is or was responsible or of which he/she is or was part, or any other information obtained in the course of an assessment, to any third party unless authorised in writing by both the applicant organisation and the body by which the Validator is or was deployed.
- e) Not to act in any way prejudicial to the reputation or interest of the body by which the Validator is or was deployed.

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- f) In the event of any alleged breach of the code of conduct, to co-operate fully in any formal enquiry procedure.

FOR THE VALIDATOR

FOR CB

\_\_\_\_\_  
(Name and signature)

\_\_\_\_\_  
(Name, function title, and signature)

Date \_\_\_\_\_

Date \_\_\_\_\_