



**CB-FCS
FULL CERTIFICATION SCHEME**

	MULTILATERAL AGREEMENT	OD-3000
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CB-FCS
MULTILATERAL AGREEMENT



CB-FCS FULL CERTIFICATION SCHEME

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CB-FCS MULTILATERAL AGREEMENT

1. INTRODUCTION

The IECEE CB Full Certification Scheme (CB-FCS), is based on the principle of mutual recognition of Conformity Assessment Certificates by its participants as the basis for approval or certification of products at national level within the scope of standards used in the IECEE-CB Scheme. CB-FCS is an extension of the IECEE-CB Scheme and is an option to be exercised by the participants in the CB Scheme and by applicants under the same IECEE management structure.

The IECEE CB Scheme and CB-FCS operate in accordance with the IECEE "Basic Rules" (IECEE 01), the IECEE "Rules of Procedure" (IECEE 02), the (CB-FCS) "Rules and Procedures..." (IECEE 03), and Operational Documents approved by the IECEE Certification Management Committee (CMC).

In addition to type testing resulting in the issuance of Conformity Assessment Certificates (CAC) and associated Conformity Assessment Reports (CAR), the Signatories to this Agreement, while operating as Bodies B, agree to:

- Accept reports from Factory Audit Inspections carried out by Body A according to agreed terms.
- Accept components integrated in appliances and which have been tested/verified/inspected by Body A.
- Not request samples, except when well-founded reasons exist for doubting the identity of the product, the validity of test results or information provided, NCB B may request and evaluate a sample of the product. In such a case, NCB B shall consult with NCB A. The Applicant and the IECEE Secretariat shall be informed accordingly.

This Agreement is intended to result in significant benefit to the manufacturer either by reducing the number of steps to obtain certification or approval provided by Bodies B at national level, or by direct market acceptance of an ISO Type 5 certificate.

2. SCOPE AND LIMITATIONS IN PARTICIPATION OF THE SIGNATORIES

The scope of products covered by the CB-FCS is in principle the same as the scope of the IECEE CB Scheme, as approved by the IECEE Certification Management Committee.

The Signatories to this Agreement identified in Annex 1 may participate in CB-FCS with a Scope that does not exceed the range of product categories and standards for which they and their CBTL(s) are accepted in the IECEE CB Scheme as an Issuing and Recognizing NCB.

The Signatories may choose to participate in CB-FCS within a Scope that is less than that for which they are accepted in the IECEE CB-Scheme.

Concerning Factory Audit/Inspection, any limitations in participation of the individual signatories appear from Annex 1.

3. COMPLIANCE WITH IECEE 03 - Rules of Procedure of the Scheme of the IECEE for Mutual Recognition of Conformity Assessment Certificates for Electrotechnical Equipment and Components (CB-FCS)

The Signatories to this MLA, identified in Annex 1, agree to abide by the CB-FCS Rules of Procedure (latest edition).



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4. VALIDITY

This Agreement is operated by the Signatories identified in Annex 1. A Signatory may withdraw from this Agreement by providing 1-year's prior written notice to the IECEE Secretariat.

5. FEES

Each Signatory independently will determine and administer its own fee policy for product testing, certification and inspections.

6. INDEMNIFICATION

Each of the Signatories to this Agreement shall indemnify the other Signatories for its negligent acts, errors or omissions during its performance under this Agreement (i.e. testing, factory inspections, and certification).

All Bodies operating under this Agreement shall have in effect professional liability errors and omissions insurance coverage provided by an insurance company of good repute and adequate financial standing which provides an indemnity to them in respect of claims made against them arising out of or, in any way, related to their negligent acts, errors or omissions occurring whilst operating under this Agreement. In particular, the following points should be covered. For signatories being governmental organizations, equivalent indemnification may be provided by state guarantees.

- Mistakes committed in evaluating a Conformity Assessment Report, which is in itself correct.
- Mistakes that could be involved in a Conformity Assessment Report involving the following kinds of errors:
 - Mistakes made by employees in their own organization.
 - Mistakes made in another laboratory employed by the policyholder.

The indemnity coverage shall be for an amount not less than 4.000.000 CHF per occurrence, or its equivalent, and the indemnity shall extend to claims made in all countries having bodies operating under this Agreement.

Each Signatory shall provide the IECEE Secretariat with a certificate, in the format of, or equivalent to, the specimen appended as Annex 2, confirming its insurance coverage or equivalent indemnity in accordance with these requirements.

Each Signatory shall maintain the required indemnity while a Signatory and three years after the Signatory withdraws from this Agreement.

Note: Where such indemnity is provided to a body by its Government, then satisfactory evidence of its existence should be provided by a Government source.

7. JURISDICTION

This agreement shall be subject to the laws of Switzerland. All disputes arising between the parties out of or in connection with this agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.



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8. ADVERTISING AND PROMOTION

This Agreement does not grant any Signatory any rights, authority or license to use or authorize the use of any other Signatory's mark, name or abbreviation. No Signatory shall use or refer to any other Signatory or its marks in any advertising or promotion without the other Signatory's prior written permission.

9. NO AGENCY

No Signatory is the agent, partner or legal representative of any other Signatory for the purposes of this Agreement. No Signatory has any right or authority to assume or create an obligation or responsibility, express or implied, on behalf of any other Signatory or to bind any other Signatory in any manner.

10. CONFIDENTIALITY

Each Signatory, its employees, consultants, agents and subcontractors shall treat as proprietary and strictly confidential all information received from the other Signatories or any third party in connection with this Agreement regardless of the form of receipt (collectively, "Proprietary Information"). Proprietary Information shall not be disclosed to any third party or used for any purpose except as expressly permitted in this Agreement without the prior written permission of the other Signatory. Each Signatory shall immediately return to the other party or destroy all Proprietary Information, including all copies in its possession or the possession of any third party upon the earlier of the other Signatory's request or termination of this Agreement. However, Signatory shall be permitted to retain such information required for its Certification Records. All changes modifications or improvements made by a Signatory in any Proprietary Information shall be deemed additional Proprietary Information subject to this Agreement.

Proprietary Information shall not include information that is: (a) in the public domain other than due to a violation of this Agreement; (b) documented to be known to the receiving party before disclosure by the disclosing party under this Agreement and without violation of any confidentiality obligation owed to the disclosing party or any third party; (c) independently developed by the receiving party without reference to the Proprietary Information; or (d) required to be disclosed by law or regulatory authority, provided that the receiving party promptly notifies the disclosing party in writing upon receipt of the request and before such disclosure is made.






CB-FCS FULL CERTIFICATION SCHEME

Annex 1


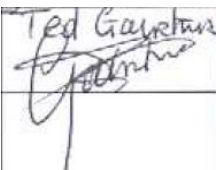
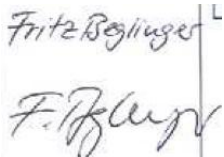
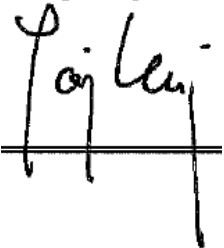

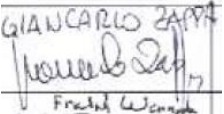
CB-FCS MULTILATERAL AGREEMENT

“SIGNATORIES TO THE AGREEMENT”

NCB -FCS MEMBER	ADDRESS	NAME and SIGNATURE	Limitations in participation concerning Factory Inspection (X = a limitation; while blank is no limitation)			
			Initial inspection not accepted	Follow-up inspection not accepted	Need bi-lateral agreement *) (The agreement parties to be declared)	Reference to further/ other limitations posted on the IECEE website
AENOR	Génova, 6 28004 Madrid SPAIN	D. Ramón NAZ PAJARES  2010-11-30	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANCE - Asociación de Normalización y Certificación, A.C.	Av. Eje Central Lázaro Cárdenas No. 869, Col. Nueva Industrial Vallejo 07700 México, D.F. MEXICO	Jorge AMAYA 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bureau Veritas Consumer Product Services Germany GmbH	Businesspark A96 86842 Türkheim GERMAN	Guido Kuttler  2010-11-25	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

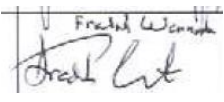

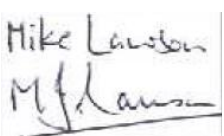
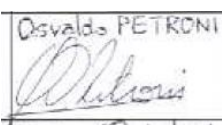


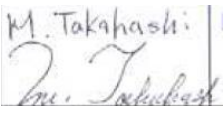



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CERTIF – Associação para a Certificação	Rua José Afonso, 9 E 2810-237 Almada PORTUGAL	Francisco Barroca  2010-11-29	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEKRA Certification B.V.	P.O. Box 5185 6802 ED, Arnhem NETHERLANDS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrosuisse	Electrosuisse Association for Electrical Engineering Power and Information Technologies Luppenstrasse 1 CH - 8320 FEHRALTORF SWITZERLAND	 F. Beglinger	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eurofins Product Service GmbH	Storkower Strasse 38C 15526 Reichenwalde b. Berlin GERMANY	Joerg Kusig  2010-11-26	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EZU	Pod lšem 129 171 02 Praha 8 CZECH REPUBLIC	 VLADIMÍR FILIAČ 2010-12-06	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IMQ S.p.A	Via Quintiliano 43 20138 Milano ITALY	 GIANCARLO ZAMPIERI Fratelli Zampieri	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>


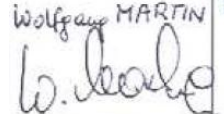



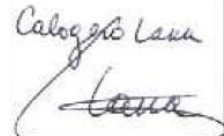
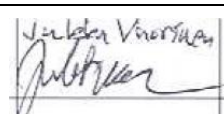


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Intertek Semko AB	P.O. Box 1103 SE-164 22 Kista SWEDEN		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intertek Testing Services (Singapore) Pte Ltd	5, Pereira Road #06-01, Asiawide Industrial Building 368025 Singapore SINGAPORE	CHRISTOPHER HEE 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intertek Testing & Certification Ltd.	Intertek House Cleeve Road Leatherhead KT22 7SB Surrey UNITED KINGDOM	Mike Lawson 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IRAM	Perú 552/556 IRAM C1068AAB Buenos Aires ARGENTINA	Oswaldo PETRONI 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ITS - Intertek Testing Services, N.A.	165 South Main Street Cortland, NY 13045-2995 USA	John Quigley 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Japan Electrical Safety and Environment Technology Laboratories (JET)	5-14-12, Yoyogi, Shibuya-ku, 151-8545 Tokyo JAPAN	H. Fujikura 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Japan Quality Assurance Organization (JQA)	1-21-25, Kinuta, Setagaya-ku, 157-8573 Tokyo JAPAN	M. Takahashi 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LCIE	33 Avenue du Général Leclerc 92262 Fontenay-Aux- Roses FRANCE		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



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NEMKO AS	P.O Box 73, Blindern N - 0314 Oslo NORWAY	 2010-11-23	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OVE	Kahlenberger Strasse 2A Dept. Testing & Certification 1190 Vienna AUSTRIA	Wolfgang MARTIN 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PREDOM-OBR	ul. Krakowiaków 53 02-255 Warsaw POLAND	Aleksander Piotrowski  2010-12-07	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QPS Evaluation Services, Inc.	81 Kelfield St. Unit 8 M9W 5A3 Toronto Ontario CANADA	Nick Maalouf  2010-11-30	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Saudi NCB, Saudi Arabia	PO Box 3437 11471 Riyadh SAUDI ARABIA	Mr. Nabil A. Molla  2011-1-1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SGS Belgium N.V. - Division SGS-CEBEC	Business Riverside Park Avenue Internationalelaan 55 Build. D 1070 BRUSSEL BELGIUM	Calogero Lanza 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SGS Fimko Ltd	P.O. Box 30 FIN-00211 Helsinki FINLAND	Jukka Vuorismaa 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>




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SIQ - Slovenian Institute of Quality and Metrology	Trzaska cesta 2 SI-1000 Ljubljana SLOVENIA	IGOR LIKAR 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SLG Prüf- und Zertifizierungs GmbH	Burgstädter Straße 20 D - 09232 Hartmannsdorf GERMANY	Mirko Brunner 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TÜV Rheinland InterCert Kft., MEEI Division	No. 48/a-b Váci út H-1132 Budapest HUNGARY	Bence Turcsány 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TÜV Rheinland Japan Ltd.	Global Technology Centre (GTAC) 4-25-2 Kita-Yamata Tsuzuki-ku 224-0021 Yokohama JAPAN	KURT K. HEINZ 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TÜV Rheinland LGA Products GmbH	Tillystrasse 2 90431 Nurnberg GERMANY	JORG WÄHLER 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TÜV SÜD Product Service GmbH	Ridlerstrasse 65 D-80339 München GERMANY		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TÜV SÜD PSB Pte. Ltd.	1 Science Park Drive 118221 Singapore SINGAPORE		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
UkrTEST	4, Metrologichna, str. 03680 Kyiv UKRAINE	L. Vorobey 17.11.2010	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



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UL International DEMKO A/S	UL International Demko A/S Lyskaer DK-2730 Herlev DENMARK		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

****) Conformity Assessment Certificates issued by a Signatory who requires bilateral agreement for factory inspection does not have to be accepted by Signatories without bilateral agreement with that Signatory.**



CB-FCS FULL CERTIFICATION SCHEME

Annex 2 (Example - Informative) CB-FCS MULTILATERAL AGREEMENT

“INSURANCE COVERAGE”

This certificate should be from the insurance provider.

SPECIMEN

We hereby certify that (the Insured)
has in force an insurance policy issued by
(The Insurer) under which the Insurer will:

- 1 Indemnify the Insured in respect of any sum or sums which the Insured may become legally liable to pay as damages (and claimant's costs relating thereto) for breach of professional duty as a result of any claim or claims wherever made within the CB-FCS group of countries upon the Insured during the period of insurance arising out of or in any way related to the Insured's acts, errors or omissions wherever the same was or is alleged to have been committed whilst operating under the latest approved version of the FCS Multilateral Agreement.
- 2 Pay, in addition, the cost and expenses incurred with the Insurer's written consent relating to the defense and/or settlement of claims, to the limits specified in the Schedule.

We further certify that we will maintain such policy in force at all times and will give notice of any cancellation to the IECEE Secretary

Schedule

Limit of Indemnity – Not less than 4.000.000 CHF per occurrence, or its equivalent, and extended to claims made in all countries having bodies operating under this Agreement.

Date

Name

Insurance Company