

## OPERATION OF SUPERVISED MANUFACTURER'S TESTING, SMT

### 1 Introduction

- 1.1 SMT is an alternative to 3<sup>rd</sup> party testing and a development of the IECEE Schemes. The Basic Rules IECEE 01, the Rules of Procedure IECEE 02, the Rules of Procedure IECEE 03, the Operational Documents OD-CB 2015 and the list of decisions of current interest therefore apply to SMT as far as applicable.
- 1.2 The summary Rules for SMT are contained in Annex C to the IECEE 02. This Operational Document expands the summary Rules for SMT and details additional provisions that shall apply for implementation of the IECEE SMT programme.

### 2. General Provisions

- 2.1 The technical competence of Laboratories to carry out testing under the SMT programme is checked against the following reference standard:
  - ◆ ISO/IEC Guide 25:1990
  - or
  - ◆ ISO/IEC 17025:1999
- 2.2 The technical capability and experience to carry out testing activities under the SMT programme is checked against the relevant IEC standards for which the Laboratory is seeking recognition.

### 3. Application by a Manufacturer

- 3.1 A manufacturer wishing to use SMT shall make application to the appropriate National Certification Body (NCB) in accordance with the procedures of that NCB. See also paragraph 10.
- 3.2 Information shall be provided to the NCB for evaluation in accordance with OD-CB 2011.

Note 1. A **manufacturer** is defined in IECEE 02 clause 3.7



# IEC System for Conformity Testing and Certification of Electrical Equipment CB Scheme

## 4. Assessment by the Certification Body

4.1 A formal assessment of the test facilities shall be carried out by the NCB in accordance with:

- ◆ ISO/IEC Guide 25:1990
- or
- ◆ ISO/IEC 17025:2000

New SMT laboratories undergoing initial assessment shall demonstrate compliance with ISO/IEC Std. 17025:2000.

Existing SMT laboratories previously assessed to ISO/IEC Guide 25 shall demonstrate compliance with ISO/IEC Std. 17025 no later than 1 January 2002.

## 5. Contract between the Certification Body and the Manufacturer

5.1 When the NCB is satisfied that the SMT laboratory meets the requirements, a formal agreement or contract shall be arranged covering the operation of the Scheme. An NCB may use its own form of contract, but Guidelines for the contents of such a contract are given in Appendix A to this OD.

## 6. Notification to the IECEE

6.1 NCBs wishing to operate in the IECEE CB and IECEE CB-FCS Schemes shall notify the Secretary of the IECEE on reference of SMT Testing Laboratory and send copy of the contract.

Rules for reporting to the Secretariat are given in Appendix B to this OD.

NCBs shall also notify the IECEE Secretary of contracts which are withdrawn.

The IECEE Secretary shall keep duly updated the relevant Operational Document CB-OD 2019 and report the relevant information in the CB Bulletin listing the SMT Laboratories accepted to operate within the IECEE Schemes.

6.2 Appendix B also gives details of statistics concerning supervision visits to be reported by the NCB to the IECEE Secretary annually.

## 7. Supervision of Testing

7.1 Intent

Testing at manufacturer's laboratories is to be supervised, by the responsible NCB, to an extent compatible with the concept of independent third party testing.

7.2 Candidate Laboratory Acceptance

Confidence in a candidate SMT should be gained by witnessing fully the testing of a number of products, and by examination or other documented evidence of competence, to the satisfaction of the NCB.



## IEC System for Conformity Testing and Certification of Electrical Equipment CB Scheme

### 7.3 Supervision of Testing for an Accepted SMT Laboratory

It is a requirement that supervision shall be carried out on some part of each product testing campaign. A testing campaign is defined as any test programme related to a product or a family of products when they are type testing to the complete standards. It may also apply to partial testing of approved products that are subject to modifications. Products of similar construction, for which it is reasonable to define a test programme package, may be considered to be a family.

- 7.4 Before the test programme begins, the NCB shall decide which tests it wishes to witness, and visits may be announced as well as unannounced. It is important that the NCB is ready to send an expert to the manufacturer at short notice, and that arrangements are agreed with the manufacturer. The laboratory manager has the responsibility to provide all necessary information to the expert witnessing the tests.

### 8. Laboratory Assessment

- 8.1 There shall be an ongoing verification of compliance with the requirements for the duration of the contract.
- 8.2 A minimum of one visit per year is required to audit the laboratory's procedures against the requirements of relevant clauses of ISO/IEC Guide 25:1990 or ISO/IEC 17025:1999. On the same visit supervision of product testing can also be carried out.

### 9. Test Reports and CB Test Certificates

- 9.1 Test reports prepared by an SMT laboratory shall use the relevant CB Test Report Forms.
- 9.2 When a CB Test Certificate or a Conformity Assessment Report is based on SMT programmes, a reference to the SMT origin of the report shall be included under "Additional Information". Statistics on the number of Certificates granted via SMT shall be provided by the relevant NCB to the IECEE Secretary.

### 10. Application to Certification Bodies other than the NCB

- 10.1 It is normally most practical for a manufacturer to make a contract with the NCB in his own country, but this may not always be the case".  
Where a manufacturer wishes to operate SMT with a Certification Body from another country, there should be prior consultation between the two Certification Bodies. The consultations may be quite informal, but the results of the consultations shall be confirmed in writing.  
This confirmation should be included in the report to the IECEE Secretary in addition to what is required by Appendix B to this OD.



## IEC System for Conformity Testing and Certification of Electrical Equipment CB Scheme

### CONTENTS OF THE FORMAL AGREEMENT BETWEEN MANUFACTURER AND NATIONAL CERTIFICATION BODY ABOUT SMT

- 1 The contract should cover the SMT rules according to the applicable IECEE clauses and Operational Documents approved by the CMC.
- 2 The applicable national rules of the NCB should be included or referred to in the contract.
- 3 The manufacturer shall be well defined and the product types and categories shall be clearly specified. This implies that the contract shall be updated every time changes occur in these respects.
4. The manufacturer shall inform the NCB about changes in the facilities covered by the contract.
- 5 The NCB shall agree to send inspectors at short notice to inspect tests on manufacturer's site.
- 6 The manufacturer shall give access for duly qualified experts from the NCB to the premises covered by the contract at any time during working hours without appointment and give all information needed for the inspector to prepare the inspection.
- 7 The NCB shall be entitled to receive test samples free of charge for following up and proficiency testing purposes.
- 8 The NCB shall keep the manufacturer informed about decisions and recommendations relevant to the operations covered by the contract, providing the relevant CTL decisions and the relevant harmonized TRFs.  
The manufacturer shall file these information and follow it in the operations covered by the contract. However, the manufacturer himself has the responsibility to follow and to keep himself well informed of the development of the relevant standards.
- 9 The operations according to the contract shall be covered by the same confidentiality rules as for the other operations of the NCB. Confidentiality shall be observed also after termination of the contract.
- 10 It shall be made clear that the contract and its application does in no way exempt the manufacturer from the full and final responsibility for the products which are marketed after application of SMT.
- 11 It shall be stated that the manufacturer or client may not use SMT for promotional or advertising purposes according to clause 4.2.3 of IECEE 02.
- 12 There should be a termination clause in the contract covering both the normal routine with a stipulated time for notice by either party and those measures which may be necessary if the manufacturer does not fulfil the basic conditions (immediate cancelling).

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# IEC System for Conformity Testing and Certification of Electrical Equipment CB Scheme

IT IS NOW HEREBY AGREED as follows:-

1 **Definitions**

1.1 "Services" shall mean the provision by the Participant of expertise and laboratory facilities for testing of equipment under the supervision of **NCBn** in accordance with the provisions of this Agreement.

2 **Conditions**

2.1 New Participants shall pay to **NCBn** the Initial Accreditation Fee provided for in paragraph 1.1 of the second schedule hereto which **NCBn** have determined shall be CHF \_\_\_\_\_.. in one payment due to be paid on the date hereof. This fee shall accrue to **NCBn** funds generally and shall not form part of any financial calculation in relation to the Scheme to be made pursuant to the Second Schedule.

2.2 The Participant undertakes to participate in the Scheme, to comply with the requirements set out in the First and Second Schedules and to make all relevant payments for which provision is made under the Second Schedule to **NCBn** for a period of not less than one calendar year from the date hereof and thereafter from year to year unless or until terminated by not less than six months notice in writing by either party to expire on 31st. December in any year.

2.3 Although the Participant's participation in the Scheme may be suspended or terminated pursuant to Paragraph 5.2 of the Second Schedule this shall not entitle him to a refund of the initial accreditation fee.

2.4 Participation in the scheme is in respect of testing of equipment in the Test Laboratory located at:

.....

2.5 Participation in the Scheme is in respect of testing of equipment of the product types and categories detailed in the **First Appendix** hereto which are made in one or more of the manufacturing locations detailed in the **Second Appendix** hereto.

2.6 This Agreement supersedes any previous Agreement between the Parties relating to participation in the Scheme.

**IN WITNESS** whereof the duly authorised representatives of the parties hereto have hereunto set their hands the day and year first above written



# IEC System for Conformity Testing and Certification of Electrical Equipment CB Scheme

## THE FIRST SCHEDULE

### Qualifications for participation in the Scheme

#### 1 General

- 1.1 The manufacturer must have received previous **NCBn** approval for the particular type of product in respect of which he desires to participate in the Scheme.
- 1.2 **NCBn** must be satisfied with the manufacturer's competence and integrity of knowledge of relevant Standards and testing capability.
- 1.3 The delegated testing authority will only be granted for products with which the manufacturer, in the opinion of **NCBn**, has adequate experience.
  - 1.3.1 Where a product is not manufactured by, but is under the design control of, a Participant in the Scheme; the Participant must be able to demonstrate a full understanding of the design and construction of the product and must have been marketing similar products for at least five years.
  - 1.3.2 To be entitled to carry out delegated testing of controls an appliance manufacturer must in addition have been participating in the Scheme in respect of complete items of equipment for at least one year and must have demonstrated his competence to test controls by carrying out testing to **NCBn** satisfaction on the controls that he wishes to be accredited to test under the Scheme.
- 1.4 A manufacturer's organization and inspection procedures must meet the Technical requirements more particularly referred to in Paragraph 2 of this Schedule.
- 1.5 The manufacturer must accept the terms for participation set out in the Second Schedule.

#### 2 Technical Requirements

- 2.1 A manufacturer as a condition of his participation in the Scheme shall establish, maintain, operate and control at his own expense and at one or more designated locations a Test Laboratory fully complying to the satisfaction of **NCBn** with the requirements of:  
ISO/IEC Standard 17025 entitled "General requirements for the competence of testing and calibration laboratories" or transitionally of ISO/IEC Guide 25 entitled "General requirements for the competence of calibration and testing



## IEC System for Conformity Testing and Certification of Electrical Equipment CB Scheme

- 2.2 Wherever **NCBn** considers that circumstances are such that it is feasible for a manufacturer to participate in the Scheme **NCBn** undertakes at the manufacturer's expense to inspect the Test Laboratory promptly and either to verify its compliance with the requirements of ISO/IEC Std. 17025 (transitionally of ISO/IEC Guide 25) or to make recommendations for changes and/or additional facilities.
- 2.3 The decision as to whether the Test Laboratory complies with the requirements of ISO/IEC Std. 17025 (transitionally of ISO/IEC Guide 25) shall rest with the personnel authorized on behalf of **NCBn** to undertake assessment of the Test Laboratory provided always that if the manufacturer disputes any finding or recommendation of such authorized personnel he may appeal in writing to the Managing Director for the time being of **NCBn**. If the Managing Director of **NCBn** cannot resolve the dispute the matter shall in the last resort be submitted to the **NCBn** Board of Appeal whose decision shall be final.
- 2.4 **NCBn** shall have the right at the manufacturer's expense to verify ongoing compliance with the requirements of ISO/IEC Std. 17025 (transitionally of ISO/IEC Guide 25) and to supervise and review the Test Laboratory from time to time. Upon commencement of participation tests shall be witnessed by **NCBn** and thereafter **NCBn** shall be entitled to carry out random witnessing of tests and to specify certain tests that must be witnessed. In so doing **NCBn** will use all reasonable endeavours to minimise disruption to the manufacturer's activities. The manufacturer will provide **NCBn** personnel with access to the Test Laboratory at all reasonable times.
- 2.5 **NCBn** shall have the right itself to conduct any tests at the Participant's expense prior to any issuance of CB Test Certificates pursuant to the CB and/or CB-FCS Schemes
- 2.6 Test Reports produced by the Participant shall be of the form agreed by the IECEE-CMC.



# IEC System for Conformity Testing and Certification of Electrical Equipment CB Scheme

Ref SMT CCA/CB

## THE SECOND SCHEDULE

### Terms of Participation

#### 1 Funding Obligations

- 1.1 New participants shall pay to **NCBn** the initial recognition fee as **NCBn** may determine to be fair and reasonable.
- 1.2 A Participant shall throughout the term of his participation pay **NCBn** charges (based on the standard daily visit charge rate as published by **NCBn** in the Annual Price List) raised for the time spent travelling to or from, and visits to the Laboratory by **NCBn** personnel for the purpose of carrying out inspection of the laboratory and the witnessing of tests therein or at the premises of another laboratory (acceptable to **NCBn** and confirmed in writing) who may be subcontracted to carry out work on behalf of the SMT laboratory.
- 1.3 The Participant will reimburse **NCBn** for travelling expenses incurred by **NCBn** personnel, at a fixed cost per visit to be agreed, (and be reviewed at annual intervals), within one month of reimbursement being demanded.
- 1.4 All payments made under these Funding Obligations solely relate to the Scheme for supervised testing of equipment for compliance with appropriate standards and are additional to any charges made by **NCBn** or any other body in connection with the assessment of the Participant's production facilities or periodic inspection of the Participant's inspection, test and quality control arrangements and all other fees payable to **NCBn** generally.
- 1.5 Should any Participant consider that **NCBn** has unreasonably incurred costs in the operation of the Scheme he shall be entitled to make an appeal to the Board of **NCBn** and in the event of his being dissatisfied with the Board's decision on his appeal the matter shall be referred for decision to the IECEE-CMC Board of Appeal.  
Costs related to such appeal procedure being borne by the SMT laboratory.

#### 2 NCBn Obligations

- 2.1 **NCBn** will operate the Scheme strictly on a basis which is financially self-supporting, in conjunction with its other operations and will allocate its resources efficiently and use all reasonable care and skill in the operation of the Scheme.
- 2.2 **NCBn** will not discriminate between Participants in the Scheme or show undue preference to any Participant.
- 2.3 **NCBn** shall provide appropriately qualified staff and adequate resources in its own name and shall not be deemed to be acting as an agent of any Participant.



## IEC System for Conformity Testing and Certification of Electrical Equipment CB Scheme

- 2.4 **NCBn** shall not disclose to third parties save for its legal and other professional advisers, other Certification Bodies under the CB and CB-FCS Schemes, and the Department of Trade and Industry in relation to safety matters any information that it may acquire from the Participant under the Scheme concerning the Participant's products or business or use such information other than for the purposes of the Scheme unless ordered to do so by a Court of Law.
- 2.5 **NCBn** shall use its best endeavours to ensure that its personnel do not, save as aforesaid, disclose such information to third parties (including but not limited to other Participants in the a.m. Schemes).

### 3 Liability / Indemnification

- 3.1 The Participant shall be solely responsible for all costs, claims, demands and expenses arising in connection with any failure or defects in products manufactured by it or services provided by the testing laboratory notwithstanding that such products have received approval except to the extent that **NCBn** or its personnel have been negligent in the operation of the Scheme.
- 3.2 The Participant agrees to indemnify, defend and hold **NCBn** and its officers, employees, and agents harmless from and against any and all damages, claims, suits, losses, penalties, judgements, costs, fines, liabilities or expenses of whatever nature relating in any way to its provision of the Services except to the extent that **NCBn** or its personnel have been negligent in the operation of the Scheme.
- 3.3 If **NCBn** uses its best endeavours to perform its obligations to the Participant it shall not be under any liability to the Participant but in the event of failure to perform the Participant may serve written notice requiring such breach to be rectified within a reasonable period failing which the Participant may, subject to first making all payments to **NCBn** then due from him, terminate his participation.

### 4 Advertising

- 4.1 The Participant shall not use the fact of his participation in the Scheme for any promotional or advertising purposes.

### 5 Duration

- 5.1 Participation in the Scheme shall be initially for a period of three calendar years from the date hereof or if a Participant's participation commences after the date hereof for that part of such one year period commencing with the date hereof unexpired at such commencement and thereafter from year to year unless and until terminated by not less than six months notice in writing to expire on 31st. December in any year.



## IEC System for Conformity Testing and Certification of Electrical Equipment CB Scheme

5.2 If the Participant ceases to maintain and operate the Test Laboratory in accordance with the Technical Requirements or fails to make any payment when due **NCBn** may after due warning suspend the Participant's participation in the Scheme and if the Test Laboratory is not brought up to standard or outstanding payment made within a reasonable period of time terminate such participation.  
Notwithstanding such suspension and termination the participant shall continue to be liable to pay any outstanding charges.

5.3 If either Party becomes insolvent or is declared bankrupt or enters into receivership whether administrative or otherwise the other Party shall have the right to terminate this Agreement with immediate effect without prejudice to the rights of the Parties accrued up to the date of termination

### 6 **CB and CB-FCS Schemes**

The condition for recognition of the SMT Scheme are laid down in the Operational Document OD-CB 2015.

### 7 **CB Scheme**

7.1 The conditions for recognition of the SMT Scheme within the CB Scheme are contained in International Electrotechnical Commission publication IECEE 02 (Fourth edition) 'Rules of Procedures of the Scheme of the IECEE for Mutual Recognition of Test Certificates of Electrical Equipment (CB Scheme).

#### **CB-FCS Scheme**

7.2 The conditions for recognition of the SMT Scheme within the CB-FCS Scheme are contained in International Electrotechnical Commission publication IECEE 03 (First edition) 'Rules and Procedures of the Scheme of the IECEE for Mutual Recognition of Conformity Assessment Certificates according to standards for safety of Electrical Equipment (CB-FCS).

### 8 **Agreements under the supervision of Certified Bodies other than NCBn**

8.1 If during the term of this Agreement the Participant wishes to enter into a similar SMT agreement with another Certification Body in respect of the named Test Laboratory, the Participant shall notify **NCBn** of his intention.

### 9 **Law and Jurisdiction**

9.1 Participation shall be subject to the Laws and jurisdiction of (Country of residence of the NCBn).

SIGNED on behalf of **NCBn**

SIGNED on behalf of the **SMT Laboratory**



# IEC System for Conformity Testing and Certification of Electrical Equipment CB Scheme

## APPENDIX B

### RULES FOR REPORTS ABOUT SMT

Each NCB shall report to the IECEE Secretary manufacturer's laboratories which have been approved by the NCB and signed a contract for SMT. The IECEE Secretary will keep a register containing SMT-clients for all NCBs.

The report from the NCB to the IECEE Secretary shall contain information as follows:

#### **1. Standard contract**

When the first SMT-client is reported a copy of the standard contract (the formal agreement according to § C 2.8 of Annex C of IECEE 02) which is used between the NCB and its client shall be sent by the NCB to the IECEE Secretary. (The copy shall be a sample without the specific conditions from any client.) When the standard contract is changed, a copy of the new version shall be sent to the IECEE Secretary.

#### **2. Report on each SMT client**

For each client/each laboratory who have been approved and has signed the contract, the following information shall be reported by the NCB to the IECEE Secretary

- 2.1 Date of the contract.
- 2.2 Client's name and address of the headquarters.
- 2.3 Name and address of each involved manufacturing factory.
- 2.4 Name and address of each approved laboratory\*.
- 2.5 Products covered by the contract.

*Note: (\*) Participation of SMT Testing Laboratories having different legal identity of the Applicant (Manufacturer) is allowed only if it is demonstrated that the Applicant has the ownership and full control of the SMT Testing Laboratory.*

For the reports, the enclosed form shall be used.

Changes in the content of the contract referring to the above mentioned information shall be reported.

#### **3. Record of Operations**

The NCB shall keep records containing information as follows:

- 3.1 The intended minimum amount of supervision expressed as clauses in corresponding standards.
- 3.2 Dates and hours of performed supervision and which clauses in corresponding standards have been supervised.



# IEC System for Conformity Testing and Certification of Electrical Equipment CB Scheme

## 4. Report on Supervision

Statistics of supervision visits to clients shall be reported by the NCB to the IECEE Secretary annually in January covering the past year. For the reports, the enclosed form shall be used.

## 5. List of SMT Clients

The IECEE Secretary shall compile a list of all approved manufacturers and distribute it to the IECEE Members.

## 6. Numbering of SMT clients

The numbering of SMT clients reported by the NCBs according to item 2 above and when listed by the IECEE Secretary according to item 4 above is described by the following rules.

NCB-xxx - y  
(1) (2) (3)

### Explanations

(1) The name of abbreviation of the NCB, eg SEMKO; UL, IMQ, JQA; PSB.

(2) Number indicating client. The first SMT client of the NCB will be given Nr 001, the second No 002 etc. If an SMT client ceases, the free number may not be used for another client.

(3) When the SMT contract between an NCB and a client is modified, a letter will be introduced indicating the modification. When (3) is empty, the first contract is still valid, A indicates the first modification, B the second etc.

