

# DECT Security CERTIFICATION AGREEMENT

## - Qualification Body

Doc. No.: DF\_S-DECT L\_003\_v0.2\_2011-06-10

between

### DECT Forum,

a non-profit association organised and existing under Swiss law,

of Wabernstrasse 40, 3007 Berne, Switzerland,

herein represented by \_\_\_\_\_ (\_\_\_\_\_)

(hereinafter „DECT Forum“)

and

\_\_\_\_\_  
organised and existing under the laws of \_\_\_\_\_  
of \_\_\_\_\_

\_\_\_\_\_  
herein represented by \_\_\_\_\_ (\_\_\_\_\_)

(hereinafter the „Qualification Body“)

\_\_\_\_\_  
**CONCERNING THE ASSESSMENT AND CERTIFICATION OF PRODUCTS FOR  
COMPLIANCE WITH DECT SECURITY TECHNOLOGY UNDER THE  
QUALIFICATION AND RECOGNITION PROGRAM OF DECT FORUM**

## INDEX

1.	Interpretation and Definitions .....	2
2.	Introduction .....	5
3.	Warranties and Undertakings concerning the Qualification Body .....	6
4.	Appointment .....	7
5.	Duration .....	7
6.	General Obligations of the Qualification Body .....	8
7.	Specific Obligations of the Qualification Body – Assessment and Certification .....	11
8.	Certification Procedure and Record-Keeping .....	12
9.	Responsible Officers .....	13
10.	Complaints Procedure for Applicants .....	14
11.	Inspection of Qualification Body .....	14
12.	Intellectual Property .....	15
13.	Confidential Information .....	15
14.	Indemnities .....	17
15.	Termination .....	17
16.	Effect of Termination .....	18
17.	Notices .....	18
18.	Language .....	19
19.	No Variation .....	19
20.	Whole Agreement .....	19
21.	Indulgences, Leniency and Extensions of Time .....	19
22.	Prohibition of Cession and Assignment .....	19
23.	Severability .....	19
24.	Governing Law and Dispute Resolution .....	20
	SCHEDULE .....	21

## 1. Interpretation and Definitions

1.1. In this Agreement, unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

- 1.1.1. the “Accreditation Body” the accreditation body stipulated in the Schedule, a member of the International Laboratory Accreditation Cooperation;
- 1.1.2. this “Agreement” the agreement contained in this document, including the Schedule and exhibits hereto, which form an integral part of this Agreement;
- 1.1.3. “Applicant” a Full Member which applies to the Qualification Body for the certification of its Product as a Verified Product in terms of this Agreement;
- 1.1.4. “DECT Security” a trade mark owned by DECT Forum and licensed for use on Verified Products;
- 1.1.5. “DECT Security Technology” technology relating to cordless electronic equipment which is manufactured to the DECT standard, which is intended to be standardised and interoperable, and the specifications for which are determined in the Technical Specifications ETSI TS 102 841 V1.2.1 issued in 2010 by the European Telecommunication Standards Institute, as revised from time to time;
- 1.1.6. “Confidential Information” information made

available to the Qualification Body which is defined as “Confidential Information” in terms of clause 13;

- 1.1.7. “DECT Forum” the foresaid DECT Forum;
- 1.1.8. “Full Member” a Full Member of DECT Forum, as defined in its Articles of Association (as amended or replaced from time to time), an indicative list of Full Members appearing on DECT Forum’s website at <http://www.dect.org/members.aspx>;
- 1.1.9. “Licence” a written licence agreement concluded or to be concluded between an Applicant and DECT Forum in respect of the Applicant’s right to use DECT Security on its Verified Products, and which agreement contains a product schedule which is updated from time to time and lists all of its Verified Products governed by that agreement;
- 1.1.10. “Licence Fee” the licence fee charged from time to time by DECT Forum in terms of the Regulation to the Applicant on certification of its Verified Product;
- 1.1.11. “Product” a product which is to be manufactured by or for an Applicant containing DECT Security Technology, in respect of which the Applicant submits to be certified as DECT Security compliant and which has been tested and approved (with or without qualifications) by a Qualification Laboratory, and “Products” has a corresponding meaning; the term “Product” also including a bundle of products submitted by one

Applicant, of which each item contains DECT Security Technology and which items are designed to be inter-operable with each other;

1.1.12. the “Qualification Body” the company defined in the heading of this Agreement as the Qualification Body, which is independent from the Full Members of DECT Forum;

1.1.13. “Qualification Laboratory” a laboratory, which is appointed by DECT Forum to assess and test Products to determine whether they meet the standards and specifications to be certified as DECT Security compliant under DECT Forum's DECT Security qualification and recognition program;

1.1.14. the “Qualification Program” DECT Forum's program for the qualification, recognition and promotion of DECT Security compliant products, the content of which is embodied in the Regulation Handbook for DECT Security Certification originally issued by DECT Forum on June 10, 2011, which includes:

- DECT Forum Regulation on the Qualification of DECT Security Compliant Products,
- DECT Security Measurement Specifications,
- DECT Security Feature Requirements,

as may be revised, added to, amended or

replaced from time to time;

1.1.15. the “Regulation” the DECT Forum Regulation on the Qualification of DECT Security Compliant Products, which forms part of the Qualification Program;

1.1.16. the “Schedule” the schedule to this Agreement which sets out the special conditions relating to the Qualification Body’s appointment in terms of this Agreement;

1.1.17. the “Test Plan” the then-current test plan forming part of the Qualification Program, which specifies the procedures to be carried out by a Qualification Laboratory for the testing of Products, specifically to determine compliance with DECT Security Technology and interoperability with Verified Products;

1.1.18. “Verified Products” Products which, after testing by a Qualification Laboratory and certification by a qualification body in terms of the Qualification Program, are certified as containing DECT Security Technology to the standards and specifications required for DECT Security certification.

1.2. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it only appears in a definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

## 2. Introduction

2.1. DECT Forum is a non-profit association having the object of, amongst others, the

promotion and evolution of DECT Security Technology as the worldwide preferred cordless telecommunication standard, with the support of the business and revenues of its members. "DECT Security" is based on a set of normative regulations from DECT Forum, namely contained in the Qualification Program, and a set of standards defined by the European Telecommunication Standards Institute, namely the DECT standards.

- 2.2. DECT Forum has, by the Qualification Program, established a qualification and recognition program for Products containing DECT Security Technology. The Qualification Program sets out the procedure under which Products can be certified as DECT Security compliant, to which Qualification Program DECT Forum and its Full Members are bound, and to which the Qualification Body will be bound by virtue of its appointment by DECT Forum.
- 2.3. The Qualification Body is accredited by, or with the authority of, the Accreditation Body as being compliant with the standard ISO/IEC Guide 65 or EN 45011, as appears from the copy of its current accreditation certificate, which is annexed to the Schedule.
- 2.4. DECT Forum wishes to appoint the Qualification Body to assess Products submitted by Applicants and which have received a test report by a Qualification Laboratory to the effect that the Product is compliant and inter-operable with DECT Security Technology, for the purpose of certifying such Products as Verified Products in terms of the Qualification Program, and to administer the initial contract administration for the Licence relating to the Product.

### **3. Warranties and Undertakings concerning the Qualification Body**

The Qualification Body warrants that as at the date of this Agreement, and undertakes that for the duration of this Agreement:

- 3.1. it has and will continue to have sufficient facilities and qualified staff to assess Products in the manner required by this Agreement;
- 3.2. it is and will continue to be accredited by the Accreditation Body as a Qualification Body and comply with the standard ISO/IEC Guide 65 or EN 45011, as amended

or replaced from time to time;

- 3.3. it is and will continue to be independent from each one of DECT Forum's Full Members;
- 3.4. the conclusion and implementation of this Agreement will not be in conflict with any laws or regulations to which it is subject, will not be a ground for the revocation of any licence, accreditation or certification which it holds and will not constitute a material breach of any material contractual obligation it has to any third party.

#### **4. Appointment**

- 4.1. On the basis of the warranties and representations made by the Qualification Body, DECT Forum hereby appoints the Qualification Body to assess Products as part of the process for DECT Security certification, to certify Products which are compliant as Verified Products, subject to the terms and conditions of this Agreement, and to carry out the initial contract administration for the Licence with the Applicant in respect of such Product, including collection of the Licence Fee, which appointment the Qualification Body hereby accepts.
- 4.2. Neither party hereto will be the agent or legal representative or partner of the other of them for any purpose whatsoever, and each party will act as an independent contractor with regard to the other. Nothing in this Agreement will authorise either party to incur any obligation or responsibility whatsoever, whether express or implied, on behalf of the other of them, or to bind the other of them in any manner, or to make any representation, commitment or warranty on behalf of the other of them.

#### **5. Duration**

- 5.1. This Agreement shall commence on the commencement date stipulated in the Schedule and continue, subject to the provisions of this Agreement relating to its earlier termination, until 31 December in the following year.
- 5.2. Subject to DECT Forum not terminating this Agreement on not less than three months' notice prior to the expiry of the then-current term of this Agreement, the



Qualification Body may renew this Agreement by notice in writing to DECT Forum with a copy of its current accreditation certificate in terms of clause 6.1.2 for a further calendar year on not less than two months prior to the expiry of the then-current term of this Agreement. The validity of any renewal is subject to timeous compliance by the Qualification Body of the requirements for renewal in terms of this clause 5.2.

## **6. General Obligations of the Qualification Body**

6.1. The Qualification Body undertakes that it will:

- 6.1.1. comply with the standard ISO Guide 65 or EN 45011, as amended or replaced from time to time, and submit itself to audits by the Accreditation Body as and when it requires it, whether of its own volition or at the request of DECT Forum;
- 6.1.2. despatch to DECT Forum a copy of all future accreditation certificates issued by the Accreditation Body under the standard ISO Guide 65 or EN 45011, as amended or replaced from time to time;
- 6.1.3. comply with such specific standards relating to the certification of DECT Security Technology as are laid down by DECT Forum from time to time;
- 6.1.4. accept all applications from Applicants for assessment of Products for the purpose of DECT Security certification, subject to compliance by the Applicant with the terms and conditions of its contract with the Qualification Body;
- 6.1.5. assist Qualification Laboratories with their testing of Products when requested by an Applicant or by a Qualification Laboratory with the authority of an Applicant;
- 6.1.6. assess and adjudicate all Products and their test results submitted to it for assessment in a fair and impartial manner;
- 6.1.7. advise DECT Forum whenever it considers that there are any deficiencies in the Qualification Program or its operating procedures, and propose such

improvements to the Qualification Program and its operating procedures as it considers to be in the best interests of DECT Forum and its members, including to correct such deficiencies;

6.1.8. comply with all laws and regulations of governmental authorities having jurisdiction over it, which relate to its establishment and the assessment and certification of Products in terms of this Agreement.

6.2. The Qualification Body will carry out its duties in accordance with the Qualification Program, the Qualification Body hereby binding itself to those provisions of the Qualification Program which are applicable to it. In the case of a conflict between any provision in the Regulation and a provision of this Agreement which cannot be reconciled, or in the case where there is a provision in the Regulation in respect of a matter where this Agreement is silent, the provision of the Regulation shall apply.

6.3. The relationship between an Applicant and the Qualification Body for the assessment of a Product will be a contract between the Applicant and the Qualification Body to which DECT Forum is not a party. Every such contract will:

6.3.1. be in writing, and may be on a pre-printed form of the Qualification Body;

6.3.2. identify and describe the Product to be assessed, and stipulate whether the Product has been the subject of an earlier test, and, if so, whether it has been reconditioned or has been adapted for another purpose, or whether it is being re-assessed and tested as a result of a new Test Plan pertaining to that Product;

6.3.3. disclose whether DECT Forum has issued a new Test Plan or amended its Test Plan in respect of that Product in the three months before it was submitted to testing by a Qualification Laboratory and, if so, whether the testing of the Product was undertaken in terms of the previously existing Test Plan or the new or amended Test Plan (as permitted under the Qualification Program);

6.3.4. stipulate the time period for completion of the assessment;

- 6.3.5. provide for the remuneration payable to the Qualification Body for its services and the terms of payment;
  - 6.3.6. require disclosure by the Applicant of any Licence concluded by it and acknowledge the Qualification Body's role in arranging for signature of Licence documentation and collection of the Licence Fee due by the Applicant to in respect of the Product as a condition of it being certified as a Verified Product;
  - 6.3.7. provide for the complaints procedure provided for in clause 10;
  - 6.3.8. provide for an undertaking of confidentiality by the Qualification Body in respect of all information concerning the Product and the test results relating to the Product, as well as all related correspondence (except for any certificate issued by it in terms of clause 8.1.1 to the effect that the Product is a Verified Product).
- 6.4. In respect of the assessment and certification procedure in respect of any given Product, the Qualification Body must be independent from the Qualification Laboratory which carried out the testing. Accordingly, the Qualification Body will not accept instructions for assessment and certification of a Product, the test results for which come from a Qualification Laboratory which is part of the same organisation or group of companies as the Qualification Body.
- 6.5. The Qualification Body will not object to, nor will it take steps to prevent, the implementation by DECT Forum or its members or its contracting parties of any amendment to the Qualification Program or changes in operating procedures or otherwise, resulting from advices given by the Qualification Body in terms of clause 6.1.6 concerning deficiencies or improvements in the Qualification Program or operating procedures. To the extent that there may be any protectable intellectual property rights held by the Qualification Body in the subject of such advices, the Qualification Body will offer DECT Forum and its Full Members a license to use the same on commercially reasonable terms without discrimination.
- 6.6. DECT Forum undertakes to keep the Qualification Body informed of all changes to the Qualification Program.

- 6.7. The remuneration of the Qualification Body for all services it undertakes in terms of this Agreement will be derived from its contracts with Applicants. DECT Forum is not liable to remunerate the Qualification Body for its services.
- 6.8. The Qualification Body consents to being mentioned by name in DECT Forum's promotional material relating to DECT Security Technology, specifically in its DECT Security qualification and recognition program.

## **7. Specific Obligations of the Qualification Body – Assessment and Certification**

- 7.1. The Qualification Body shall assess a Product as to whether it may be certified as being DECT Security compliant pursuant to a contract between an Applicant and the Qualification Body (as contemplated in clause 6.3), upon submission by the Applicant of a technical construction file pertaining to the Product which contains the following information and documentation:
  - 7.1.1. documentation identifying and describing the Product;
  - 7.1.2. circuit diagrams, parts lists, own test reports, system description, type labels, proof of compliance with regulatory requirements;
  - 7.1.3. a proposal as to how the mark DECT Security is to be applied to the Product and its packaging and documentation, subject to being certified as a Verified Product, and
  - 7.1.4. the test report by a Qualification Laboratory to the effect that the Product is DECT Security compliant (whether with or without qualifications); provided that this test report may be submitted to the Qualification Body by the Qualification Laboratory direct.
- 7.2. As part of the assessment, the Qualification Body may obtain further information from the Applicant, allow agreed modifications of the technical construction file, arrange an inspection of samples of the Product and communicate with the Qualification Laboratory which carried out the testing. In the case of modifications, the Qualification Laboratory will have to repeat tests in respect of the modified Products, the results of which have to be assessed by the Qualification Body.

- 7.3. The Qualification Body shall carry out the assessment in accordance with the Qualification Program, specifically the Test Plan, at best professional standards and within the time period specified in the contract.
- 7.4. If the Qualification Body finds that, based on the information presented to it in the technical construction file, the Product is DECT Security compliant, particularly that the test report complies with the requirements of the Test Plan and the remainder of the Qualification Program, it will certify the Product in terms of clause 8.1.
- 7.5. If its assessment finds that the Product is not DECT Security compliant, it will notify the Applicant and the relevant Qualification Laboratory in writing accordingly.

## **8. Certification Procedure and Record-Keeping**

- 8.1. If the Qualification Body's assessment of a Product is that it is DECT Security compliant, the certification shall take place in the following manner:
  - 8.1.1. The Qualification Body notifies DECT Forum of the successful assessment of the Product and the nature of the testing and verification carried out, as categorised in the Regulation (testing or re-testing; single device or set; rebranding, etc), and requests the issue of a certification number for the Product. DECT Forum advises the Qualification Body of the amount of the Licence Fee due in respect of that Product.
  - 8.1.2. The Qualification Body requests the Applicant for payment of the Licence Fee. In addition, if the Applicant has not yet concluded a Licence, the Qualification Body must forward to the Applicant the Licence in standard form, containing the details of the Product in its product schedule, for execution on behalf of the Applicant. On the other hand, if the Applicant has already concluded a Licence, the Qualification Body must forward to the Applicant for signature a new product schedule which, in addition to the Applicant's existing Verified Products, contains the details of the Product.
  - 8.1.3. After receipt of the Licence Fee and the DECT Security Licence documentation, the Qualification Body remits the Licence Fee and despatches the DECT Security Licence documentation to DECT Forum, with the request

that the DECT Security Licence documentation is countersigned.

8.1.4. Upon receipt of all monies and documents required in terms of the earlier provisions of this clause 8.1, DECT Forum issues a certification number and returns the countersigned DECT Security Licence documentation.

8.1.5. The Qualification Body prepares a Certificate of Compliance, being a written certificate complying with the requirements of this clause 8.1.5, that the Product is a Verified Product, in three original copies. The Certificate of Compliance will be printed on a single, hard paper, page, and will stipulate the certification number and any other particulars required by the Regulation. The Certificate of Compliance must bear the mark DECT Security in a manner approved by DECT Forum.

8.1.6. The Qualification Body shall despatch to the Applicant the first copy of the Certificate of Compliance and the counter-signed copy of the Licence documentation. The second copy will be despatched to DECT Forum and the Qualification Body shall retain the third copy in terms of clause 8.2.

8.2. The Qualification Body shall keep copies of technical construction files, assessments and certificates in safekeeping for at least five years, together with copies of any correspondence relating to a complaint in respect of any assessment in terms of clause 10. The Qualification Body shall give the Applicant or any person authorised by it, access to those records during that period. This clause 8.2 shall survive and continue after any termination of this Agreement.

8.3. The Qualification Body shall keep the technical construction files, assessments and certificates confidential and secret as Confidential Information, as required in terms of clause 13.

## **9. Responsible Officers**

Each party shall appoint a responsible officer, who will be responsible for the day-to-day communication between the parties (other than formal notices under this Agreement) concerning the duties assigned to them in terms of this Agreement. The first responsible officers are the persons stipulated as such in the Schedule. Each

party shall notify the other in writing of any replacement of the responsible officer appointed by it, as may occur from time to time.

## **10. Complaints Procedure for Applicants**

- 10.1. An Applicant shall be entitled to submit any complaint it may have against the Qualification Body concerning its assessment of a Product submitted by it, or the result of such assessment, by notice in writing to DECT Forum, with a copy to the Qualification Body. The Qualification Body may, within 21 days of receipt of the complaint, submit its written response to DECT Forum with a copy to the Applicant.
- 10.2. To the extent that the complaint relates to the interpretation of a technical requirement or specification as contained in the Qualification Program or the standards for DECT Security Technology, DECT Forum, through its board or an officer or committee appointed by its board, may make a determination as to that interpretation, which determination shall be final and binding on the parties.
- 10.3. The Qualification Body's contract with each Applicant shall provide for the complaints procedure set out in this clause 10, as required by clause 6.3.
- 10.4. The Qualification Body will keep a copy of all correspondence relating to a complaint with its report on the assessment concerned with the Qualification Body's copy of the assessment report, as required by clause 8.2.

## **11. Inspection of Qualification Body**

- 11.1. DECT Forum will be entitled, at its cost, at any time during normal business hours and with 30 (thirty) days' prior notice to the Qualification Body, arrange for one of its officers or representatives to carry out an inspection of the Qualification Body's facilities and processes for the assessment of Products and their test results. The Qualification Body will give access to, and co-operate with, DECT Forum's officer or representative for this purpose.
- 11.2. DECT Forum reserves its right to require an audit of the Qualification Body in terms of the Regulation. It will not exercise its right to audit more than once in every calendar year, but may do so in the case of a complaint against the

Qualification Body by an Applicant.

## **12. Intellectual Property**

12.1. This Agreement does not transfer or grant any right, licence or other authority by to use the intellectual property of one party to the other party.

12.2. DECT Forum indemnifies and holds the Qualification Body and its affiliates and respective officers, agents, directors and employees, harmless from and against any and all claims, causes of action, damages, obligations, liabilities, expenses (including reasonable attorneys' fees) and costs made against the Qualification Body by third parties arising during the term of this Agreement and directly from any allegation that any data, materials, or information supplied by DECT Forum to the Qualification Body pursuant to this Agreement ("Materials") or the use of the Materials infringes or violates any intellectual property rights of a third party in the country in which the qualification is being conducted, provided that:

12.2.1. DECT Forum is promptly notified of any such claim,

12.2.2. the Qualification Body renders all reasonable assistance as required, and

12.2.3. DECT Forum is always involved in the proceedings and relevant decisions are taken mutually.

Notwithstanding the foregoing, DECT Forum shall have no liability for any claim of infringement against the Qualification Body to the extent that the infringement or claim thereof is based upon the Qualification Body's use of the Materials after DECT Forum has instructed the Qualification Body in writing to discontinue using the Materials.

## **13. Confidential Information**

13.1. The Qualification Body shall keep confidential and secret:

13.1.1. all Test Plans, standards, specifications and processes, audit reports and like information which it receives from DECT Forum, and



13.1.2.all information concerning products which it receives from Full Members and the reports which it compiles in respect of the assessment and testing of Products

("Confidential Information"). The Qualification Body shall protect the confidentiality of such with at least the same degree of care that it exercises with respect to its similar information.

13.2. The Qualification Body shall use the Confidential Information only for the purpose of this Agreement, shall reproduce Confidential Information only to the extent necessary for such purpose, shall restrict disclosure of Confidential Information to its employees with a need to know (and advise such employees of the obligations assumed herein), and shall not disclose Confidential Information to any third party without the prior written approval of DECT Forum or the Full Member, as the case may be.

13.3. The Qualification Body shall immediately give notice to the party which has disclosed Confidential Information to it of any unauthorised use or disclosure of that Confidential Information. The Qualification Body agrees to assist the disclosing party in remedying such unauthorised use or disclosure of its Confidential Information.

13.4. Notwithstanding the preceding provisions of this clause 13, the Qualification Body may disclose Confidential Information:

13.4.1.which is required to be disclosed to comply with the requirement of a governmental agency or operation of law;

13.4.2.to the Qualification Body's public accounting firm in connection with quarterly and annual financial or tax audits;

13.4.3.to the Qualification Body's outside legal advisors in connection with obtaining legal advice relating to this Agreement or agreements with Applicants, the relationship established by this Agreement or any related matters; or

13.4.4.which the disclosing party agrees in writing is free of such restriction.

13.5. All Confidential Information shall be returned upon written request or upon the Qualification Body's determination that it no longer has need for such Confidential Information. Each party will take all reasonable steps to maintain the confidentiality of the Confidential Information, including steps to prevent inadvertent or unauthorised breaches of confidentiality.

13.6. The parties agree that all of their obligations undertaken herein shall survive and continue after any termination of this Agreement.

#### **14. Indemnities**

The Qualification Body hereby indemnifies DECT Forum and holds it harmless against all and any costs, claims, damages and the like which it may suffer as a result of any tests or processes which it carries out in terms of this Agreement, other than tests and processes prescribed by DECT Forum in the Test Plan, being held to constitute an infringement of any third party's intellectual property right.

#### **15. Termination**

15.1. If the Qualification Body fails to perform or to observe its obligations in terms of this Agreement and, only in the case of a remediable breach, fails to remedy such breach within thirty (30) days of being requested to do so in writing by DECT Forum, DECT Forum shall have the right to terminate this Agreement by notice in writing to the Qualification Body.

15.2. If the Qualification Body:

15.2.1. is the subject of winding up proceedings, including insolvency, bankruptcy, assignment of estate or liquidation, whether voluntary or compulsory, other than for the purpose of reconstruction or restructuring generally; or

15.2.2. has a receiver or a receiving manager appointed; or

15.2.3. ceases to carry on its business; or

15.2.4. loses its accreditation under the standard EN 45011, as amended or replaced

from time to time,

then DECT Forum shall be entitled to terminate this Agreement by written notice to the Qualification Body.

15.3. No termination under the earlier provisions of this clause 15 will prejudice any other rights which DECT Forum may have in terms of this Agreement or by law.

## **16. Effect of Termination**

16.1. The Qualification Body shall, upon termination of this Agreement for any reason:

16.1.1. cease holding itself out as a Qualification Laboratory or otherwise qualified to test products for compliance and interoperability with DECT Security Technology;

16.1.2. return to DECT Forum all documents and other materials (including all copies) in its possession or control disclosing the Confidential Information, and the Qualification Body shall take such further steps as may be reasonably required by DECT Forum to protect the confidentiality of the Confidential Information.

16.2. If, upon termination for any reason other than termination under clause 15, the Qualification Body is still in the process of assessing a Product under this Agreement, it shall complete that assessment and issue a Certificate of Compliance or a report to the Applicant, as required by clauses 7 and 8.

16.3. Termination of this Agreement shall not relieve either party of obligations incurred prior to termination, or which are expressly provided to survive termination or which, by their nature, survive termination.

## **17. Notices**

17.1. The parties choose their respective addresses in the heading of this Agreement for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement.

17.2. Each of the parties shall be entitled from time to time, by written notice to the others, to vary its address to any other physical address.

## **18. Language**

All communications, documentation, meetings, legal proceedings under or related to this Agreement shall be in the English language.

## **19. No Variation**

No variation of, or addition to, or agreed cancellation of, this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.

## **20. Whole Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which either party is relying in concluding this Agreement, save to the extent set out herein.

## **21. Indulgences, Leniency and Extensions of Time**

No indulgence, leniency or extension of time which a party (the "grantor") may grant or show to the other, will in any way prejudice the grantor or preclude the grantor from exercising any of his rights in the future.

## **22. Prohibition of Cession and Assignment**

Neither party hereto shall be entitled to cede or assign any of its rights, or delegate any of its obligations hereunder without the prior written consent of the other first being obtained.

## **23. Severability**

If any particular provision and/or term of this agreement is found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of this agreement shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

## **24. Governing Law and Dispute Resolution**

- 24.1. This Agreement shall be exclusively governed by and interpreted under the substantive laws of Switzerland. The civil courts in Berne, Switzerland, shall have jurisdiction in respect of any proceedings arising out of or relating to this Agreement.
- 24.2. The parties agree and acknowledge that a breach of this Agreement may cause irreparable damage to the other party. Accordingly, notwithstanding anything to the contrary set forth in this Agreement, upon any breach of this Agreement by a party, the other party shall be entitled to immediate injunctive relief and other equitable remedies in a court of competent jurisdiction.
- 24.3. The parties agree that any controversy or dispute arising out of or in connection with this Agreement, including any dispute regarding the validity, legal effectiveness, alteration or termination thereof, as well as any legal relations or legal effects directly or indirectly stemming from this Agreement, shall be resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce before one or three arbitrators appointed according to the said rules. The place of arbitration shall be Berne. The decision of the arbitrators will be final and binding on the parties.
- 24.4. In any action, suit or proceeding arising out of in connection with this Agreement, a court or a panel of arbitrators may, in its discretion, award to the prevailing party reasonable attorneys' fees and out-of-pocket costs and expenses incurred by it in connection therewith, in addition to any other relief as may be awarded to it.

## **SCHEDULE**

### **Duration of Agreement:**

**Commencement Date (clause 5.1):**

### **Particulars of Qualification Body:**

**Accreditation Body (clauses 1.1 and 3.2):**

**Responsible officer (clause 8):**

**Contact details:**

### **Particulars of DECT Forum:**

**Responsible officer (clause 8):**

**Contact details:**

**Copy of Accreditation Certificate (clause 2.3):**



**Special conditions (if any):**

---

---

---

**This Agreement is executed in two counterparts.**

**„DECT Forum “**

\_\_\_\_\_  
place, date

\_\_\_\_\_  
name/title

\_\_\_\_\_  
place, date

\_\_\_\_\_  
name/title

**„Qualification Body“**

\_\_\_\_\_  
place, date

\_\_\_\_\_  
name/title