


<b>DECT Security Qualification Program Regulation</b>	Doc. No: DF_S-DECT L_001_v0.7_2013-05-15 Version: 0.7 Date: 2013-05-15	
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## **DECT Forum Regulation on the Qualification of DECT Security**

Version 0.7, 2013-05-15


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## Introduction


This document forms an enhancement of DECT Forum membership documents, based on the latest developments in the DECT Security Qualification Program. The document contains DECT Forum's Regulation on the Qualification of DECT Security compliant products.

## Document History

Version	Applied Changes	Date of Release	Editor
0.1	Initial draft	2010-09-23	R. Schmidt
0.2	Updates after DF Board meeting	2011-04-06	R. Ottink
0.3	Updated after web review	2011-05-09	R. Ottink
0.4	Include manufacturer labs	2011-05-11	K-H. Goetz
0.5	Further corrections	2011-05-24	R. Ottink
0.6	Board Approval	2011-06-10	R. Schmidt
	Exhibit D: Certificate of Compliance added	2012-02-15	R. Schmidt
0.7	Amendments to pre-conditions for entering the Security Qualification program, section 1.17, 1.22, 1.33, 2.1, 2.2, 2.3, 3.1	2013-05-12	R. Wilson
	Board approval – date change	2013-05-15	R.Schmidt

## Status, Confidentiality and Distribution

Status	Confidentiality Level	Distribution

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## **DECT Forum REGULATION ON THE QUALIFICATION OF DECT Security COMPLIANT PRODUCTS**

This Regulation on the Qualification of DECT Security compliant Products was approved on June 10, 2011 by the Board of DECT Forum, a non-profit association organised and existing under Swiss law, having its offices at Wabernstrasse 40, 3007 Berne, Switzerland ("DECT Forum").

### **RECITALS**

WHEREAS DECT Forum has been established to promote products meeting the DECT standard ("DECT" being derived from "Digital Enhanced Cordless Telecommunications") and further enhancements of these technologies.

WHEREAS DECT Forum is the international association of the home and enterprise communication industry;

WHEREAS DECT Forum wishes to establish and maintain a Qualification and Recognition Program for certification of DECT Security compliant products, with the objective that this program be self-funding as far as possible;

WHEREAS the DECT Security Picture Mark depicted in Exhibit A is registered or applied to be registered as Picture Mark of DECT Forum in various countries of the world.

### **REGULATION**

#### **Definitions.**

For the purposes of this Regulation, the following terms shall have the respective meanings set forth below:


(a) "Applicant" means a manufacturer or a brand holder which is a Full Member and which applies for Certification of a DECT Security compliant product manufactured by or for it.

1.2 "Brand Certification" means the process of qualifying a product, which has already been certified as a Verified Product in its basic form and which has been modified in a way that does not impact the product's status as a Verified Product, but which has undergone changes only in brand name or product packaging.

1.3 "DECT Security compliant product" means a product manufactured by or for a Full Member (as further described in this Regulation) containing DECT Security Technology.

1.4 "DECT Security Qualification Body" means an independent expert selected by DECT Forum to act as a certification authority to assess the test results of DECT Security compliant products by a DECT Security Qualification Laboratory with a view to its certification as a Verified Product, and which is a party to a written DECT Security Certification Agreement with DECT Forum.

1.5 "DECT Security Qualification Laboratory" means an independent test laboratory selected by DECT Forum capable of carrying out the Test Plan, and which is a party to a written DECT Security Testing Agreement with DECT Forum.

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1.6 “DECT Security Qualification Program” means DECT Forum’s then-current program for verified compliance for a particular product, comprised by:

- this Regulation,
- DECT Security Feature Requirements,
- DECT Security Measurement Specifications,
- the standard agreements for conclusion by DECT Forum with parties, namely the DECT Security Testing Agreement (versions with independent laboratory and independent laboratory part of the organisation of a Full Member), DECT Security Certification Agreement and DECT Security Licence Agreement), which also contains the Test Plan. This program has been developed, approved and implemented by DECT Forum and may be modified from time to time by resolution of the DECT Forum Board, subject to the requirements of DECT Forum’s Articles of Association.

1.7 “DECT Security Technology” means technology relating to cordless electronic equipment which is manufactured to the DECT Security (derived from “Digital Enhanced Cordless Telecommunications”) standard, which is intended to be standardised and inter-operable, and the specifications for which are determined in the Technical Specifications ETSI TS 102 841 V1.2.1 issued by the European Telecommunication Standards Institute, as is current from time to time.

1.8 “DECT Security Picture Mark” means the DECT Security picture mark or word mark or combination of picture mark and word mark as identified in Exhibit A, including any changes in style or appearance provided by the DECT Forum from time to time. DECT Forum will keep a list of applications and registrations for the DECT Security Picture Mark for access on the DECT Forum website.

1.9 “Certification” means the process of qualifying a DECT Security compliant product as Verified Product in terms of this Regulation.

1.10 “DECT” means the Digital Enhanced Cordless Telecommunications standard.

1.11 “Full Member” means a then-current member of DECT Forum who is described as a Full Member in its Articles of Association.


1.12 “Modified Product” means a Verified Product which has been modified from its original state, whether in respect of its hardware or its software, in a way that may impact that Verified Product’s status as a Verified Product under the then-applicable Test Plan.

1.13 “New Product” means a DECT Security compliant product, which has been proposed for the Qualification Program, or a product already being tested but not yet certified as Verified Product.

1.14 “Re-Certification” means the process of re-qualifying a Modified Product as a Verified Product or re-qualifying a Verified Product in respect of an amendment to the original Test Plan or as the result of the addition to the Verified Product of further DECT Security Technology features.

1.15 “Test Plan” means the test plan determined by DECT Forum to test DECT Security compliant products for compliance and interoperability with DECT Security Technology, and which includes a prescribed set of tests and specifications of testing equipment, and which also tests for the relevant regional and international standards on DECT.

1.16 “Verified Product” means a DECT Security compliant product tested by a DECT Security Qualification Laboratory and which a DECT Security Qualification Body certifies in writing as containing

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DECT Security Technology to the standards and specifications required for DECT Security Certification.

### Introduction and Purpose.

DECT Forum has established a Qualification and Recognition Program for DECT Security compliant products. DECT Security compliant products which undergo and pass Certification, and are thereby certified as Verified Products meeting the specifications of DECT Security Technology after testing by a DECT Security Qualification Laboratory and certification by a DECT Security Qualification Body, will be the subject of a licence to bear the DECT Security Picture Mark in terms of a written DECT Security Licence. DECT Forum will promote, supervise and control the DECT Security Qualification Program and, to this end, DECT Forum will take steps to register the DECT Security Picture Mark in selected countries around the world and act against infringement and counterfeits of the DECT Security Picture Mark to protect the standard achieved by Verified Products. DECT Forum charges fees for the licensing of the DECT Security Picture Mark to fund the costs of promoting, supervising and controlling the DECT Security Qualification Program.

#### 1.17 Pre-Condition for Entering the DECT Security Qualification Program

Certification of products under the DECT Security Qualification Program is only accessible to Full Members of DECT Forum.

At least one company in the value chain of the DECT Security compliant product must be a Full Member of DECT Forum. In the case where two different companies are serving the value chain and both (manufacturer and supplier) are Full Members of DECT Forum, they can decide who will be the Applicant for Certification for the DECT Security compliant product. Presenting company must be a Full Member of DECT Forum, a semiconductor chip-set supplier, design house or an operator member cannot be claimed as the FULL member

Certification always relates to a single product or to product bundles meeting the requirements of Section 2.2.

Only end products will qualify for DECT Security Certification, and not partially assembled products or product components. A DECT Security Qualification Laboratory may offer testing of partially assembled products or product components, but not for the purpose of Certification.

The permitted cases for access to the DECT Security Certification programme are listed in Exhibit C.


#### 1.18 Product Bundles allowed for entering the DECT Security Qualification Program

Only product bundles, where each component of the product bundle contains or supports DECT Security Technology, shall be eligible for DECT Security Certification. Product bundles, which only partly support DECT Security Technology, are not eligible for Certification.

If there is uncertainty as to whether or not a product is in fact comprised of a product bundle, and whether or not a product bundle conforms to these requirements, the DECT Security Qualification Body assesses the product bundle when it is presented for assessment and certification to determine whether the product bundle conforms. In the following lists, examples of “allowed” and “not allowed” product bundles are given. None of these lists is exhaustive.

Product bundles allowed for DECT Security Certification:

- A DECT Security base station bundled with one or more DECT Security compliant terminals.
- Multiple DECT Security base stations acting as a single system
- A single DECT Security compliant handset or headset.
- A DECT Security compliant gateway bundled with one or more DECT Security compliant handsets.
- A single DECT Security compliant gateway

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- A DECT base station with PSTN connection.
- A “Gateway” (meaning an Access device which incorporates a DECT Base function and provides a backbone to the IP network. Examples are a xDSL Home Gateway, Cable eMTA, Fibre To The Home Small Family Unit etc.)

Product bundle not allowed for DECT Security Certification:.

- A DECT Security compliant Gateway bundled with a non-DECT Security terminal.


#### 1.19 Semiconductor Chips entering the DECT Security Qualification Program

Semiconductor chips are not products, which can undergo the DECT Security certification process. That notwithstanding, semiconductor chips are essential components of DECT Security compliant products.

Manufacturers of semi-conductor chip sets which are Full Members (SCMs) may use the DECT Security Picture Mark only in respect of semi-conductor chip sets manufactured by them in accordance with this Section 2.3.

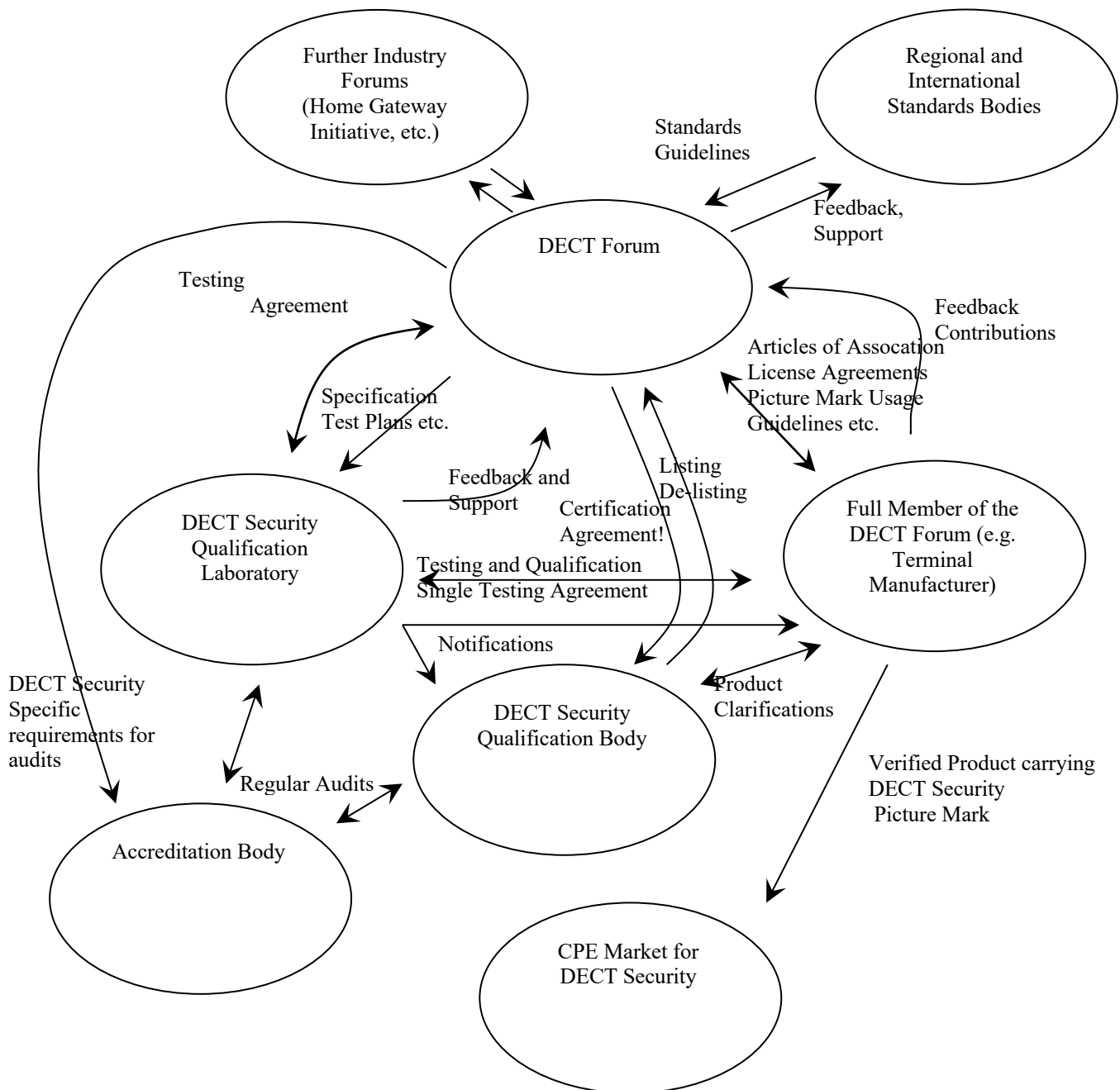
If a DECT Security compliant product containing a particular semiconductor chip set is certified as a Verified Product in terms of this Regulation, such a certification entitles the SCM to enter into a DECT Security Licence with DECT Forum in respect of that chip set, for which a licence fee will be payable. The conclusion of a DECT Security Licence would arise from a direct relation between the SCM and DECT Forum, without the intervention of a DECT Security Qualification Body. The semiconductor chip set and the Verified Product, in which it is installed, will have to be identified, so that the DECT Forum Secretariat can note them on the list of Verified Products. The licence fee is payable in advance with signature of the DECT Security Licence by the SCM.


SCMs' use of the DECT Security Picture Mark in respect of semi-conductor chip sets is not governed by Sections 3 and 4,

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## Organisation and Relations.

### 1.20 Organisation.




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### 1.21 Entities.

The following organisations have a part in the DECT Security Qualification Program:

Entity	Task
DECT Forum	<ul style="list-style-type: none"> <li>- Organising and approving the DECT Security Qualification Program</li> <li>- Agreeing on the DECT and DECT Security implementation specifications (common product specifications)</li> <li>- Authorising DECT Security Qualification Laboratories and DECT Security Qualification Bodies in terms of DECT Security Testing Agreements and DECT Security Certification Agreements, and administering those contracts.</li> <li>- Approving and maintaining the Test Plan</li> <li>- Licensing use of DECT Security Picture Mark on Verified Products in terms of DECT Security Licences, and administering those contracts.</li> <li>- Maintains list of Verified Products and publishes it on the DECT Forum website.</li> <li>- Promotion of the DECT Security Qualification Program</li> <li>- Supervision and Control of the DECT Security Qualification Program</li> <li>- Administers funds received from licence fees and applies those funds to promotion, supervision and control of the DECT Security Qualification Program, including protection of the DECT Security Picture Mark</li> <li>- Maintain a list of applications and registrations of the DECT Security Picture Mark on the DECT Forum website for the information of Full Members.</li> <li>- Maintain on the DECT Forum website a list of available DECT Security Qualification Laboratories and DECT Security Qualification Bodies with which DECT Security Testing Agreements and DECT Security Certification Agreements have been concluded.</li> <li>- Handling of Complaints</li> <li>- Master Role in Complaint Resolution</li> </ul>
DECT Security Qualification Laboratory	<ul style="list-style-type: none"> <li>- Party to DECT Security Testing Agreement (either version) and pays licence fee on conclusion and renewal</li> <li>- Implementing the Test Plan</li> <li>- Provision of DECT Security Qualification Program tests to all DECT Forum Full Members on fair and non-discriminatory conditions (except where it forms part of the organisation of a Full Member)</li> <li>- Assessment of test results on basis of specifications under DECT Security Technology</li> <li>- Support in improving DECT Forum/DECT Security documents</li> </ul>
DECT Security Qualification Body	<ul style="list-style-type: none"> <li>- Party to DECT Security Certification Agreement and pays licence fee on conclusion and renewal</li> <li>- Provision of Certification services to all Full Members on fair and non-discriminatory conditions</li> <li>- Granting DECT Security Compliance Certificates</li> <li>- Supporting Applicant and DECT Security Qualification Laboratory in procedural questions and in selecting the right test suites</li> <li>- Defining the applicable Certification campaign and the related test campaign</li> </ul>



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Entity	Task
DECT Forum Full Members	<ul style="list-style-type: none"> <li>- Support in improving the DECT Security documents</li> <li>- Commitment to adopt the DECT Security Qualification Program</li> <li>- Provision of products and related documents for Certification testing</li> <li>- Conclude DECT Security Licence for Verified Products and pays licence fee in respect of Certification of each Verified Product</li> <li>- No obligation to qualify products</li> <li>- Promotion of the DECT Security Qualification Program</li> </ul>
Regional and International Standards Bodies	<ul style="list-style-type: none"> <li>- Providing standards and guidelines for DECT terminals and related topics</li> </ul>
Other Industry Forums	<ul style="list-style-type: none"> <li>- Giving advice to DECT Forum</li> <li>- Receiving feedback from DECT Forum</li> <li>- Liaising on common work packages</li> <li>- Examples: Home Gateway Initiative (HGI)</li> </ul>
Accreditation Body	<ul style="list-style-type: none"> <li>- Performs regular audits at the DECT Security Qualification Laboratory (unless it is part of a Full Member's organisation) and DECT Security Qualification Body on their request</li> <li>- Performs audits which are initiated and contracted by DECT Forum</li> <li>- Receives information about the requirements to a laboratory or qualification body for being authorised as a DECT Security Qualification Laboratory/Body</li> <li>- Is independent of DECT Forum and the DECT Security Qualification Laboratory/Body</li> </ul>

1.22 Relations between DECT Forum and its Members. The relation between DECT Forum and its Members is set forth in the Articles of Association of DECT Forum, this Regulation and any DECT Security Licences with Members. These documents are revised from time to time according to the regulation of work methods in DECT Forum. A Full Member who has had its DECT Security compliant product certified as a Verified Product is a party to a DECT Security Licence and pays a licence fee on each Certification of a Verified Product.

1.23 Relations between DECT Forum and Regional or International Standards Bodies. DECT Forum refers to published standards and guidelines of regional or international standards. DECT Forum contributes to regional and international standards bodies. Furthermore, it is anticipated that DECT Forum Members may participate in the standardisation work of those bodies.

1.24 Relations between DECT Forum and other Industry Forums or Associations. DECT Forum may enter into collaboration agreements with other industry forums and associations, to co-ordinate inputs for the Standards bodies and to receive advice on use cases and feature-sets of the DECT Security technology.

1.25 Relations between DECT Forum and a DECT Security Qualification Laboratory. The relationship between DECT Forum and a DECT Security Qualification Laboratory is regulated by the written "DECT Security Testing Agreement". In terms of the DECT Security Testing Agreement, the Qualification Laboratory undertakes, amongst others, to test DECT Security compliant products in accordance with the Test Plan, to furnish reports on the testing in a prescribed form, and to pay a periodic licence fee for its right to use the DECT Security Picture Mark to show that it is a DECT Security Qualification Laboratory. This agreement continues until the end of the first calendar year after signature, and is then renewable every year. There are two versions of the DECT Security Testing Agreement: the one version is concluded with independent laboratories which are accredited under ISO/IEC 17025, and the second version is concluded with laboratories which are part of the organisation of a Full Member, but which still maintain a standard of impartiality and independence within their respective organisations. DECT Forum informs the DECT Security Qualification Laboratory about the content of the DECT Security Qualification Program and its modification from time to time.

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1.26 Relations between a DECT Forum Full Member and a DECT Security Qualification Laboratory. The relationship between a Full Member applying for Certification of a DECT Security compliant product and the DECT Security Qualification Laboratory it selects is regulated by a Single Testing Agreement. The Single Testing Agreement is negotiated and concluded between the DECT Security Qualification Laboratory and the Applicant direct. DECT Forum reserves the right to require specific provisions in the Single Testing Agreement. The DECT Security Qualification Laboratory provides its services to all Full Members under fair and non-discriminatory conditions (except in the case of laboratories which are part of the organisation of a Full Member).

1.27 Relations between the DECT Security Qualification Body and DECT Forum. The relationship between DECT Forum and a DECT Security Qualification Body is regulated by the written "DECT Security Certification Agreement". In terms of the DECT Security Certification Agreement, the Qualification Body undertakes, amongst others, to assess the test results undertaken by a DECT Security Qualification Laboratory in respect of DECT Security compliant products with a view to its Certification as a Verified Product. In respect of the Certification of a Verified Product, the DECT Security Qualification Body notifies DECT Forum of Certification, undertakes collection from the Full Member of the licence fee due by it to DECT Forum and also arranges for signature of the DECT Security Licence documentation by the Full Member for DECT Forum. The DECT Security Qualification Body pays a periodic licence fee for its right to use the DECT Security Picture Mark to show that it is a DECT Security Qualification Body. This agreement continues until the end of the first calendar year after signature, and is then renewable every year. DECT Forum informs the DECT Security Qualification Body about the content of the DECT Security Qualification Program and its modification from time to time.

1.28 Relations between the DECT Security Qualification Body and the DECT Security Qualification Laboratory. In respect of the Certification process for any given DECT Security compliant product, the DECT Security Qualification Laboratory notifies the Applicant and, with his consent, the DECT Security Qualification Body, after the product has successfully passed the testing procedure. If the DECT Security Qualification Laboratory and the DECT Security Qualification body are operated by the same company or by members of the same group of companies, a clear organisational independence must be guaranteed. DECT Forum reserves the right to verify the independence between the two entities at any time. The DECT Security Qualification Body must be independent from the DECT Security Qualification Laboratory. The DECT Security Qualification Body supports the DECT Security Qualification Laboratory if questions arise in respect of the DECT Security Qualification Program or the Test Plans. The DECT Security Qualification Body provides this service to any DECT Security Qualification Laboratory under fair and non-discriminatory conditions.

1.29 Relations between a DECT Forum Full Member and a DECT Security Qualification Body. The relationship between a Full Member applying for Certification of a DECT Security complaint product and the DECT Security Qualification Body it selects is regulated by an agreement, which is negotiated and concluded between the DECT Security Qualification Body and the Full Member direct. DECT Forum reserves the right to require specific provisions in the Single Testing Agreement, including but not limited to the fair treatment of all DECT Forum Full Members. In respect of the Certification of a Verified Product, the DECT Security Qualification Body issues a certificate to the Full Member, collects from the Full Member the licence fee due by it to DECT Forum and also arranges for the Full Member's signature of the DECT Security Licence documentation for DECT Forum. The DECT Security Qualification Body may also support the Full Member and the DECT Security Qualification Laboratory in defining the Certification campaign, which is to be applied to a DECT Security compliant product, and in defining the related test campaign. The DECT Security Qualification Body provides its services to all Full Members under fair and non-discriminatory conditions.

1.30 Relations between the DECT Security Qualification Laboratory and Accreditation Body. Only laboratories that run a quality management system according to ISO/IEC 17025 accredited and regularly audited by a competent Accreditation Body can be authorised by the DECT Forum to act as a DECT Security Qualification Laboratory. Such accreditation is independent of, but a precondition for, authorisation by DECT Forum and the DECT Security Qualification Program, and shall be organised by the company acting as DECT Security Qualification Laboratory. The DECT Forum can provide further information to the Accreditation Body (e.g. through the DECT Security Qualification Laboratory) to

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support the audit of a laboratory, especially for DECT Security relevant requirements. Furthermore, DECT Forum may use the services of an Accreditation Body to perform an audit at the DECT Security Qualification Laboratory in terms of Sections 1.37 and 6. In addition laboratories of Full Members can be authorised as DECT Security Qualification Laboratories for their own products, if they run a quality scheme which is certified according to ISO 9001:2000 and if this company proves the compliance to the requirements of ISO 17025 for their internal laboratory (e.g. through annual audits by a Notified Body), in which they have to show their independence and impartiality. DECT Forum may use the services of the Notified Body to perform an audit at such a DECT Security Qualification Laboratory in terms of Sections 4.4 and 6.

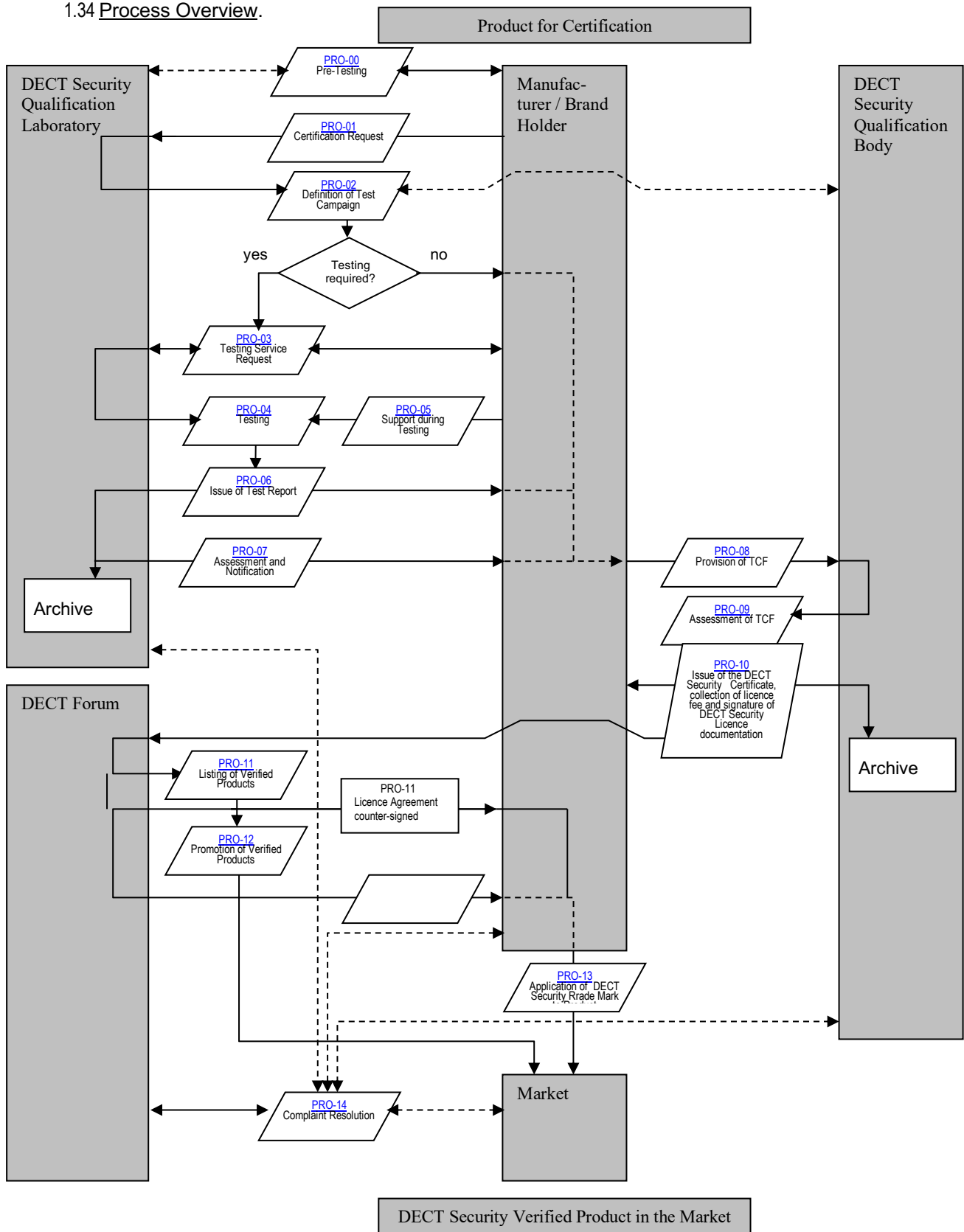
1.31 Relations between the DECT Security Qualification Body and Accreditation Body. Only qualification bodies (also known as certification bodies) which are accredited and regularly audited by a competent Accreditation Body according to ISO/IEC Guide 65 or EN 45011 (General criteria for certification bodies operating product certification) can be authorised by the DECT Forum to act as a DECT Security Qualification Body. Such accreditation is independent of, but a precondition for, authorisation by DECT Forum and the DECT Security Qualification Program, and shall be organised by the company acting as DECT Security Qualification Body. DECT Forum can provide further information to the Accreditation Body (e.g. through the DECT Security Qualification Body) to support the audit of the certification service, especially for DECT Security relevant requirements. Furthermore, DECT Forum may use the services of an Accreditation Body to perform an audit at the DECT Security Qualification Body as defined in Section 1.38 and 6.


1.32 Relations between DECT Forum and Accreditation Bodies. In principle there is no direct relation between DECT Forum and Accreditation Bodies. Such a relation only occurs in the case where DECT Forum contracts the auditing by an Accreditation Body of a DECT Security Qualification Laboratory or a DECT Security Qualification Body. For such an audit DECT Forum will provide a list of requirements to the Accreditation Body for supporting the audit at the DECT Security Qualification Laboratory/Body.

1.33 Relations between DECT Forum Member and the Market. Having its DECT Security compliant product certified as a Verified Product allows a Member to market its product as being compliant with the DECT Security standard and to apply the DECT Security Picture Mark to its product. The Member's authorised use of the DECT Security Picture Mark in respect of its Verified Product is intended to show that the product meets the specifications of DECT Forum after following the Certification process under the DECT Security Qualification Program.

Qualification Process.

1.34 Process Overview.



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### 1.35 Processes.

This Section describes the processes, which must be passed from the development of a product until entering the market as a Verified Product. This description only addresses the DECT Security relevant processes. Processes related to regulatory aspects (e.g. EMC, Electrical Safety) are regimented by locally applicable law.

#### Process PRO-00: Pre-Testing

When a new or a modified DECT Security compliant product is to be submitted for Certification, the manufacturer will probably pre-test the product. Pre-testing is a process which takes place before the Certification process. It is independent of the Certification process and carries therefore the process number "00". Pre-testing can be provided either by manufacturer's internal laboratories or any other party which is capable of providing the service. Nevertheless, the manufacturer can also use the services of the DECT Security Qualification Laboratory for pre-testing, which would ensure the testing being performed in the same manner as the qualification testing.

#### Process PRO-01: Certification Request

When an Applicant desires the Certification of one of his DECT Security compliant products, the Applicant contacts the DECT Security Qualification Laboratory directly. On basis of some basic information (Declaration of Identity, type of product, supported features, PICS exchange, already performed certifications and tests etc.) the DECT Security Qualification Laboratory enters an assessment process (see PRO-02) in which the volume of the required testing is defined.


The date of the submission of the Certification Request is determined as the date on which the Applicant has commenced the Certification process under the DECT Security Qualification Program in respect of its product.

#### Process PRO-02: Definition of Certification Campaign

After the DECT Security Qualification Laboratory has received all necessary information (such as the Declaration of Identity, type of product, supported features, PICS exchange, already performed certifications and tests etc.), the DECT Security Qualification Laboratory defines the Certification campaign, which the product must fulfil to be certified ultimately as a Verified Product. The definition of the test campaign includes the type of Certification (Certification, Re-Certification) and the tests that shall be performed to prove that the product meets the requirements for a Verified Product. The definition of the tests takes into account pre-existing factors, such as whether the manufacturer has already had some tests carried out by the DECT Security Qualification Laboratory (e.g. regulatory tests) or whether the product is a Modified Product (the extent to which the modifications affect features which are relevant to it being re-certified as a Verified Product).

In case that a new version of the Test Plan is determined by DECT Forum within three months from the date of commencement of a Certification process in respect of a product, the period of three months after the adoption of the new Test Plan is defined as the "grandfathering" period. During that period, testing may, at the option of the Applicant, be carried out either against the new Test Plan or against the Test Plan which had been valid until the amendment.

The DECT Security Qualification Laboratory will classify any product, which has not yet been certified in the DECT Security Qualification Program (in whatever form) as a New Product. A New Product will have to undergo the Master Certification campaign. The DECT Security Qualification Laboratory will classify a product, which has already been qualified in its basic form as a Verified Product and which has been modified in a way that does not impact on its status as a Verified Product, (e.g. changes only in brand name or product packaging) as a candidate for the Brand Certification campaign. Any other product, which has already been certified as a Verified Product in the DECT Security Qualification Program and which is modified in such a way that the features relevant to its certification as a Verified Product might be impacted, is subject for Re-Certification.

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The DECT Security Qualification Laboratory will provide the result of this assessment to the Applicant. On the result of the service volume definition, the Applicant will either proceed with PRO-03 (when testing in the DECT Security Qualification Laboratory is required) or with PRO-08 (when no additional testing in the DECT Security Laboratory is required).

The DECT Security Qualification Laboratory (other than a DECT Security Qualification Laboratory which is part of the organisation of a Full Member) will ensure a fair and non-discriminatory treatment of all Full Members requesting Certification.

In this phase PRO-02, the Applicant may request the DECT Security Qualification Body to be included into the assessment process. Such a measure would allow the DECT Security Qualification Body to be aware of the envisaged Certification process and its opinion could be considered when the testing campaign is defined. Such measure would furthermore help to minimise potential confusion and risk in the later assessment by the DECT Security Qualification Body (e.g. when the positions of the involved parties differ in terms of the required processes).

#### [Process PRO-03: Testing Service Request](#)

Upon reception of the Certification campaign definition, the Applicant approaches the DECT Security Qualification Laboratory. The Applicant provides the DECT Security Qualification Laboratory with all and any additional information which the DECT Security Qualification Laboratory needs to provide an offer on the requested testing services (mainly the result of the DECT Security Qualification Body's assessment).

The DECT Security Qualification laboratory issues an offer to the Applicant stating the price for the testing services, the expected testing time and the envisaged test slot.

The DECT Security Qualification Laboratory ensures that the testing service will be provided to DECT Forum Full Members under fair and non-discriminatory conditions, except in the case of a DECT Security Qualification Laboratory, which is part of the organisation of a Full Member.

On acceptance of the offer, the Applicant sends the order of the services on an order form of the DECT Security Qualification Laboratory, the single testing agreement. This order form carries all required information to process the qualification and also itemises the testing to be carried out including the PICS and PIXIT lists. DECT Forum reserves the right to require specific provisions in the single testing agreement.

The DECT Security Qualification Laboratory will acknowledge the receipt of the order at the latest 5 days after receipt.

The manufacturer is encouraged to attend the testing at the DECT Security Qualification Laboratory. If the manufacturer does not intend to attend the testing, the provided information must be sufficient to operate the product in the test environment without any special knowledge about the product.

#### [Process PRO-04: Testing](#)

The DECT Security Qualification Laboratory will perform the testing on the agreed time slot.


In case of the need for a re-scheduling of the testing, the party initiating the re-scheduling request shall contact the counterpart immediately to re-schedule the testing. Conditions for re-scheduling will be handled in the single testing agreement.

The testing will be performed according to the then-current Test Plan.

The DECT Security Laboratory shall carry out the testing in the terms required by the DECT Security Qualification Program, the DECT Security Testing Agreement and to best professional standards.

#### [Process PRO-05: Support during Testing](#)



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During testing, the Applicant will provide the DECT Security Qualification Laboratory with any information that is necessary to perform the testing with the Applicant's product. The support can be either that an engineer of the manufacturer attends the testing or that the manufacturer provides a point of contact who is available during the usual business hours of the DECT Security Qualification Laboratory.

#### [Process PRO-06: Issue of Test Report](#)

After performing the test, the DECT Security Qualification Laboratory will issue a test report which carries the results to all test cases as described in the then-current Test Plan. The test report will follow the rules of DIN ISO/IEC 17025. Beside the identification of the test item the test report will contain information on the manufacturer, a test result summary, detailed test results, observations made during the test, product identification by photographs and additional information provided by the Applicant.

The test report will be issued in paper form and will be signed by the testing engineer and the responsible person for the area of testing.

A hand-signed copy of the test report will be provided to the Applicant. The original copy will be archived at the DECT Security Qualification Laboratory for a period of at least 5 years.

All test results are deemed to be property of the Applicant, being the party which purchases the testing. The DECT Security Qualification Laboratory shall not forward any information about the testing to any third party without the written consent of the Applicant, except information about the result notifications as specified in this DECT Security Qualification Program.

If a product fails the test or parts of it, the DECT Security Qualification Laboratory will inform the Applicant directly to enable the Applicant to modify his product appropriately. A re-test date shall be mutually agreed between the Applicant and the DECT Security Qualification Laboratory. This notification shall terminate the qualification loop which was initiated by notifying the qualification application in process PRO-01.

#### [Process PRO-07: Assessment of the Test Report and Notification about Qualification](#)


Upon successful testing proven by a complete test report, the DECT Security Qualification Laboratory will issue a notification to the Applicant stating the finalisation of the testing and the prospects of the product being certified as a Verified Product, from the testing point of view.

This notification will be in the form set out in Exhibit B and state the compliance of the specific product with DECT Security Technology on basis of the test report. It will also state the name of the Applicant for Certification, state whether the Applicant is the manufacturer or brand holder), the type identification of the product, the test report identifier, the compliance statement and the signature of the person issuing the notification combined with the company stamp of the DECT Security Qualification Laboratory.

The DECT Security Qualification Laboratory will keep a copy of the notification to the Applicant for at least 5 years.

#### [Process Pro-08: Compilation of the Technical Construction File](#)

After finalising all tests as defined by the DECT Security Qualification Body, the Applicant compiles the Technical Construction File (TCF), which contains all information which is required to obtain DECT Security Certification for its product. The TCF shall at least contain circuit diagrams, part lists, test reports, system description, type labels, proof of compliance with regulatory requirements etc. and must uniquely identify the product. Furthermore, a copy of the notification to the Applicant under PRO-07 and, if applicable, a proposal for the packaging and marking of the product with the DECT Security Picture Mark must be contained in the TCF.

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[Process PRO-09: Assessment of the Technical Construction File by the DECT Security Qualification Body](#)

The DECT Security Qualification Body will assess the Technical Construction File (TCF) concerning compliance of the subject product with the requirements of the DECT Security Qualification Program.

While part lists and circuit diagrams are only assessed with respect to the unique identity of the product, the DECT Security Qualification Body assesses the proof of compliance with the requirements of the DECT Security Qualification Program in more detail. The DECT Security Qualification Body must be convinced by the provision of test reports and certificates, that the product fulfils the relevant requirements. All information must be consistent and complete. The requirements for obtaining a certificate are defined in the requirement descriptions contained in the DECT Security Qualification Program and especially the Test Plan.

The DECT Security Qualification Body also assesses the proposal for the packaging and marking of the product with the DECT Security Picture Mark and decides whether it is in conformity with the requirements for use set out in the standard DECT Security Licence.

If questions or doubts arise during the assessment, the DECT Security Qualification Body will contact with the Applicant to resolve these. If necessary, the DECT Security Qualification Body may request further information from the Applicant. The DECT Security Qualification Body shall not request information which is not necessary to assess the TCF in the spirit of the DECT Security Qualification Program.

In the case of a grandfathering period, as referred to in PRO-02, the DECT Security Qualification Body shall respect the version of the Test Plan version required by the Applicant. The effective date for the decision of the DECT Security Qualification Body shall be the date of commencement of the Certification process for that product.

[Process PRO-10: Issue of the DECT Security Certificate, signature of DECT Security Licence Documentation and collection of Licence Fee](#)


After the DECT Security Qualification Body has assessed the Technical Construction File and has decided that the product qualifies to be certified as a Verified Product, the DECT Security Qualification Body applies to DECT Forum for a registration number, in response to which DECT Forum invoices the licence fee to the DECT Security Qualification Body for payment by the Applicant and requests signature of the DECT Security Licence documentation by the Applicant. After DECT Forum has received payment and the DECT Security Licence signed by the Applicant, it issues an individual registration number for the Verified Product. The DECT Security Qualification Body then issues a "Certificate of Compliance" in the form in Exhibit D to the Applicant.

The "Certificate of Compliance" will be a one page hard paper document which contains the name of the holder of the certificate, namely the Applicant, state whether the holder is the manufacturer or brand owner, the type identification of the product, the compliance statement, the version of the Test Plan with which the product is compliant, and the signature of the person issuing the Certificate of Compliance combined with the company stamp of the DECT Security Qualification Body.

The DECT Security Qualification Body will keep a copy of the "Certificate of Compliance" for at least 5 years.

All Verified Products of a given Applicant are to be governed by a single DECT Security Licence. If the Applicant has not yet concluded a DECT Security Licence, the DECT Security Qualification Body will forward to the Applicant the DECT Security 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 DECT Security Licence and furnishes the DECT Security Qualification Body with a copy, the DECT Security Qualification Body shall forward to the Applicant for signature a new product schedule that, in addition to the Applicant's existing Verified Products, contains the details of the product. After receipt of the licence fee and the DECT Security Licence



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documentation, the DECT Security Qualification Body must despatch the same, together with an original of the “Certificate of Compliance”, to DECT Forum.

[Process PRO-11: Listing of Verified Products, counter-signature of DECT Security Licence and Issue of Distinctive Number](#)

Upon receipt from the DECT Security Qualification Body of the Certificate of Compliance, DECT Security Licence documentation and the Applicant’s licence fee by DECT Forum’s Secretariat, and subject to the Applicant then being a Full Member, the subject product is a Verified Product under the DECT Security Qualification Program. DECT Forum’s Secretariat enters the product information to DECT Forum’s qualification list of Verified Products as soon as reasonably possible.

DECT Forum’s Secretariat will notify the Applicant and the DECT Security Qualification Body of the distinctive reference number and send the Applicant the DECT Security Licence documentation, counter-signed on behalf of DECT Forum.

The purpose of DECT Forum’s qualification list is to trace all products that have ever been qualified as a Verified Product. The list must show the product and manufacturer information, the version of DECT Security compliance and the version of the Test Plan under which the product was tested, the date of the Certificate of Compliance, the date of entry on the list and the distinctive reference number, and the current qualification state, which is that the product is a Verified Product. An example of the qualification list is contained in [Exhibit C](#). The list must be maintained on the DECT Forum website and be accessible to public inspection there.

[Process PRO-12: Promotion of Verified Products](#)


The purpose of DECT Forum’s qualification list is to trace all products that have ever been qualified as a Verified Product. The list must show the product and manufacturer information, the versions of DECT Security compliance and the Test Plan under which the product was tested, the date of the Certificate of Compliance, the date of entry on the list and the distinctive reference number, and the current qualification state, which is that the product is a Verified Product. An example of the qualification list is contained in [Exhibit C](#). The list is maintained on the DECT Forum website and is accessible to public inspection there.

The qualification list content is updated whenever necessary and reviewed on a regular basis by DECT Forum’s Secretariat.

The qualification states in the qualification list are any one of the following in respect of a particular Verified Product:

- **Verified Product** – for products so defined in this Regulation. Even if there are some doubt in respect of the status of the Verified Product (e.g. during an investigation due to complaints), the product shall retain its "Verified Product" status until a proper decision is taken to change its status to one a Detracted Product.
- **Detracted Product** –Verified Products which have been discovered no longer to meet the requirements for Verified Products, whether due to the product having been modified without Re-certification or due to the underlying requirements for that product as contained in the DECT Security Qualification Program having changed to such extent that it does not qualify as a Verified Product under the new standard. Furthermore, if a Verified Product is re-tested and no longer meets the requirements of the then-current Test Plan, it becomes a Detracted Product, and the DECT Security Qualification shall notify DECT Forum thereof immediately. A Detracted Product can regain the status of a Verified Product after testing in terms of the then-current Test Plan and Certification in terms of this Regulation.

The DECT Security Picture Mark may not be applied to Detracted Products. DECT Forum’s Secretariat immediately notifies the holder of the “Certificate of Compliance” of any change of qualification status.

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DECT Forum will publish other useful information about the DECT Security Qualification Program, together with the qualification list.

DECT Forum furthermore uses its channels to the public domain and to closed information circles to promote the DECT Security Qualification Program and with this the deployment of Verified Products. DECT Forum shall make all reasonable efforts to prevent the promotion of any single product ahead of other Verified Products.

#### [Process PRO-13: Application of DECT Security Picture Mark to the Verified Product and Supply to the Market](#)

Upon determination of a DECT Security compliant product as a Verified Product, and subject to conclusion of the relative DECT Security Licence documentation, the Applicant, as licensee, may apply the DECT Security Picture Mark to the Verified Product, its packaging and promotional material according to the DECT Security Picture Mark Usage Regiments, and supply the product with the DECT Security Picture Mark on the open market.

The DECT Security Picture Mark might only be registered in a limited number of jurisdictions by DECT Forum. Information concerning registrations current at the commencement date of a DECT Security Licence will appear from the licence documentation, and this information is contained and updated on the part of the DECT Forum website accessible to Full Members only. Picture Mark registration protection of the DECT Security Picture Mark is limited to those jurisdictions only.

The DECT Security Qualification Program is independent from further requirements with which a product must comply to enter any given market and which are governed by local law (such as regulatory, e.g. EMC, Electrical Safety, Radio Signal, etc.). These requirements are not affected by the DECT Security Qualification Program. The manufacturer/brand holder is responsible for complying with the relevant requirements. DECT Forum does not take any responsibility with respect to the compliance of Verified Products with any arising requirement, which is outside of the scope of the DECT Security Qualification Program.

#### [Process PRO-14: Complaint Resolution](#)


Any complaint arising from the DECT Security Qualification Program or its processes and contracts shall be immediately notified to DECT Forum's Secretariat, which will assess the complaint. During the assessment DECT Forum's Secretariat will try to resolve the complaint on basis of the rules of the DECT Security Qualification Program. The initiating party will be notified about the result of that assessment within 15 (fifteen) working days after the receipt of the complaint. Complaints which cannot be resolved during the assessment by DECT Forum's Secretariat shall be forwarded to DECT Forum Board for decision at its next meeting.

If the reason of complaints is outside of the DECT Security Qualification Program but is related to it (e.g. illegal use of DECT Security Picture Mark), DECT Forum shall make reasonable effort to resolve the complaints to the interest of DECT Forum, its Members and further parties involved in the DECT Security Qualification Program (such as the DECT Security Qualification Laboratory or the DECT Security Qualification Body).

The complaint resolution procedure might lead to the initiation of juristic investigation and if necessary to judicial relief, especially but not limited to cases, where non-compliant use of the DECT Security Picture Mark is discovered.

#### 1.36 Concept of Re-Certifying Verified Products

It is expected that both the DECT Security Qualification Program and the Test Plan will evolve and new versions will occur from time to time. Furthermore, new product profiles might be developed to which an already Verified Product can show compliance. For these occurrences the concept of Re-Certification is applied.

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A Certification is always based on the then-current Test Plan. Therefore the Test Plan version applied must be stated in the Certification documentation in respect of each Verified Product to establish the proven grade of interoperability.

If a new version of a Test Plan is determined, an Applicant might desire to have its Verified Product to undergo Re-Certification under the new Test Plan. As long as no modification has been made to the Verified Product, the testing will be limited to those test cases, which have been changed from the Test Plan initially applied to the then-current version. If modifications have been made, additionally the type of modification shall be assessed by the DECT Security Qualification Laboratory according to process PRO-02. If a new profile (new features) is implemented, all tests which are relevant for the new profile shall be performed in the Re-Certification.

### 1.37 Establishment of DECT Security Qualification Laboratory

A pre-condition to act as a DECT Security Qualification Laboratory an independent test house must fulfil certain requirements such as independency, credibility, discreteness and quality. The DECT Security Qualification Laboratory shall be capable of performing the test cases as required in the Test Plan on the principles as laid down in this document. The DECT Security Qualification Laboratory shall have a quality management system according to ISO/IEC 17025 accredited by an Accreditation Body, which is a member of the ILAC (International Laboratory Accreditation Co-operation). Also laboratories which are run by Full Members can be authorised as DECT Security Qualification Laboratory for their own products, if they run a quality scheme which is certified according to ISO 9001:2000 and if this company proves the compliance to the requirements of ISO 17025 for their internal laboratory (e.g. by yearly audits of a Notified Body), in which they have to show their independence and impartiality. The DECT Security Qualification Laboratory must be furthermore independent in its own organisation to guarantee a high quality level of the laboratory. The DECT Security Qualification Laboratory must be recognised and authorised by DECT Forum to provide testing according to the DECT Security Qualification Program.


The relation between DECT Forum and the DECT Security Qualification Laboratory is organised in the "DECT Security Testing Agreement" executed between DECT Forum and the selected DECT Security Qualification Laboratory. The DECT Security Testing Agreement regiments the appointment of the DECT Security Qualification Laboratory and the DECT Security Qualification Laboratory's acceptance of such an appointment, to test the DECT Security compliant products of Full Members to determine if such products are in compliance with certain requirements of the DECT Security Qualification Program, all in accordance with the terms and conditions of this agreement

In terms of the DECT Security Testing Agreement, the Qualification Laboratory undertakes, amongst others, to test DECT Security compliant products in accordance with the Test Plan, to furnish reports on the testing in a prescribed form, and to pay a periodic licence fee for its right to use the DECT Security Picture Mark to show that it is a DECT Security Qualification Laboratory. This agreement continues until the end of the first calendar year after signature, and is then renewable every year.

DECT Forum reserves the right to have the DECT Security Qualification Laboratory audited at DECT Forum's expense.

If an audit comes to the reasonable judgement that the DECT Security Qualification Laboratory does not meet the requirements for being a DECT Security Qualification Laboratory a plan for eliminating the deficiency will be mutually agreed between DECT Forum and the laboratory. Such plan shall include the mutually agreed measures to eliminate the deficiencies, the time-schedule for these measures and potential effects on the laboratory's status as DECT Security Qualification Laboratory.

Principally the DECT Security Qualification Laboratory shall invest on its own expense into the test infrastructure which is required to provide the DECT Security Certification testing. The cost for the preparation and the provision of the DECT Security Certification testing service will be typically borne by the service price for performing DECT Security Qualification Testing. This does not confine the DECT Forum's right to contract specific activities to the advantage of DECT Forum or the DECT

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Security Qualification Program at a DECT Security Qualification Laboratory (e.g. in the development or validation of new test plans).

### 1.38 Establishment of DECT Security Qualification Body

To act as a DECT Security Qualification Body the related entity has to fulfil certain requirements such as independency, credibility, discreetness and quality. The DECT Security Qualification Body must be regularly audited by an Accreditation Body neutral organisation according to ISO Guide 65 or EN 45011 (General criteria for certification bodies operating product certification). The DECT Security Qualification Body must be furthermore independent and guarantee a high quality level of the service.

The relation between DECT Forum and the DECT Security Qualification Body is organised in the "DECT Security Certification Agreement" executed between DECT Forum and the selected DECT Security Qualification Body. In terms of the DECT Security Certification Agreement, the Qualification Body undertakes, amongst others, to assess test results for DECT Security compliant products, to certify products in a prescribed form, and to pay a periodic licence fee for its right to use the DECT Security Picture Mark to show that it is a DECT Security Qualification Body. This agreement continues until the end of the first calendar year after signature, and is then renewable every year

DECT Forum reserves the right to have the DECT Security Qualification Body audited at DECT Forum's expense.

If an audit comes to the reasonable judgement that the DECT Security Qualification Body does not meet the requirements for being a DECT Security Qualification Body a plan for eliminating the deficiency will be mutually agreed between DECT Forum and the certification service provider. Such plan shall include the mutually agreed measures to eliminate the deficiencies, the time-schedule for these measures and potential effects on the entity's status as DECT Security Qualification Body.

## 2. DECT Security Promotion and Protection

### 2.1 Market Surveillance

Each DECT Forum Member is obliged to inform DECT Forum's Secretariat in case it discovers products carrying the DECT Security Picture Mark without meeting the requirements to do so. DECT Forum reserves the right to establish a more directive market surveillance process if this is found to be necessary at any time.


Any reasonable suspicion on products carrying the DECT Security Picture Mark without permission shall be immediately notified in writing to DECT Forum's Secretariat by the party raising the suspicion. A minimum justification for such notification shall be done by the initiating party by comparing the product with the list of Verified Products on DECT Forum web site or if possible by collecting evidence for the suspicion.

DECT Forum monitors new applications and registrations of marks in the jurisdictions where the DECT Security Picture Mark is registered.

### 2.2 Brand Protection

DECT Forum will take all reasonable steps to protect the DECT Security brand. Such steps include:

- Opposing applications and registrations for marks, which are deceptively or confusingly similar to the DECT Security Picture Mark.
- Instituting legal proceedings for infringement of the DECT Security Picture Mark.

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- Instituting legal or administrative proceedings against counterfeit goods bearing the DECT Security Picture Mark.

DECT Forum's Board decides on a case-by-case basis on measures to be taken in such instances.

If DECT Forum commences legal or administrative proceedings against infringement of the DECT Security Picture Mark in a case where the Picture Mark of a Member, who is also a licensee of the DECT Security Picture Mark, is also being infringed on the same goods or services, DECT Forum shall be entitled to require that Member to join DECT Forum in such proceedings as co-claimant/complainant.

### 2.3 Promotion of the DECT Security Qualification Program

DECT Forum hosts a web-site, which contains useful information on the DECT Security Qualification Program. The web-site is publicly accessible without registration and informs about the program itself, its purpose, its conditions, its processes, its meaning, lists the Members of DECT Forum, and contains the qualification list of Verified Products.

DECT Forum exercises reasonable efforts to avoid giving preferential treatment to any particular party or company participating in the DECT Security Qualification Program when providing information on the DECT Forum web-site.

### 2.4 DECT Security Qualification Program Maintenance

DECT Forum may agree on amendment, enhancement or termination of the DECT Security Qualification Program. The effective date for such an impact to the Program shall be the date of publication to DECT Forum Full Members.

The Test Plan may be altered from time to time taking into account recent developments. Each amendment affecting the testing of products, including but not limited to testing procedures, shall lead to a grandfathering process which lasts for three months from the publication of the amendment. During that period testing might be performed against the new Test Plan or against the version of the Test Plan which has been valid until the amendment. During the grandfathering period the selection of the Test Plan which is used for testing is to be determined by the Applicant.


Requests for amendments of the DECT Security Qualification Program or the Test Plan can be addressed to DECT Forum at any time by any Full Member, the DECT Security Qualification Laboratory or the DECT Security Qualification Body. A decision in response to such a request is the exclusive responsibility of DECT Forum.

### 2.5 Funding of DECT Security Brand Protection

Subject to the provisions of DECT Forum's Articles of Association relating to its financial income and resolutions of the DECT Forum Board pursuant to those provisions, it is intended that licence fees generated from the DECT Security Qualification Program, namely from DECT Security Testing Agreements, DECT Security Certification Agreements and DECT Security Licences, will be used to contribute to the costs of market surveillance for cases of infringement and counterfeiting and for applications for marks which may be considered to be deceptively similar to the DECT Security Picture Mark, actions against infringement and counterfeiting of the DECT Security Picture Mark, opposing applications for registration of confusingly similar Picture Marks, and maintaining registrations for the DECT Security Picture Mark.

## 3. Procedure for Auditing DECT Security Qualification Laboratory and DECT Security Qualification Body



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The quality maintenance of the laboratories and the qualification body is based on commonly accepted accreditation schemes. This means the DECT Security Qualification Laboratory and the DECT Security Qualification Body are required to be accredited by an accredited Accreditation Body. Such Accreditation Body must be member of the ILAC (International Laboratory Accreditation Co-operation). Also laboratories which are run by Full Member companies can be authorised as DECT Security Qualification Laboratory for their own products, if they run a quality scheme which is certified according to ISO 9001:2000 and if this company proves the compliance to the requirements of ISO 17025 for their internal laboratory (e.g. by yearly audits of a Notified Body). In addition, there will be requirements derived from the DECT Security Qualification Program with which the DECT Security Qualification Laboratory and the DECT Security Qualification Body must comply.


DECT Forum reserves the right to have compliance with these requirements audited. Such audit will be assigned to an external technical auditor and could be run in parallel to a regular accreditation audit by enhancing the audit scope with the DECT Security relevant requirements as specified by DECT Forum. The DECT Security Qualification Laboratory/Body will co-operate with DECT Forum in facilitating DECT Forum's audit. To conduct an audit, DECT Forum shall have an independent third party auditor conduct an on-site inspection and provide the DECT Security Qualification Laboratory or the DECT Security Certification Body with at least thirty (30) days prior written notice of the audit. The Inspector shall be nominated by DECT Forum and be reasonably acceptable to the other party. The Inspector shall be an individual who is knowledgeable of the telecommunications industry and capable of reviewing the results of testing and assessing for Verified Products under the DECT Security Qualification Program. Furthermore, the Inspector must be capable of monitoring and evaluating the nature, quality and consistency of the testing performed by the DECT Security Qualification Laboratory and the assessment and certification performed by the DECT Security Qualification Body. DECT Forum shall pay the costs of such audit. This inspection right may be exercised by DECT Forum no more than once per calendar year, except in the case of a complaint, in which case an audit may be performed in respect of each complaint. Each inspection is subject to DECT Forum and the Inspector executing any reasonable, standard non-disclosure agreement.

## General.

### 3.1 Confidentiality.

Nondisclosure and Non-use Obligation. In the course of the performance of this DECT Security Qualification Program, a participating party, whether it is a DECT Security Qualification Laboratory, a DECT Security Qualification Body, a Member, an Inspector appointed by DECT Forum to carry out an audit, or DECT Forum itself through members of its Board or its Secretariat, may obtain Confidential Information of another party. The Receiving Party shall, at all times keep in confidence all of the Disclosing Party's Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to perform its obligations or exercise its rights under this Program. The Receiving Party shall take all reasonable steps to prevent unauthorised disclosure or use of the Disclosing Party's Confidential Information and to prevent it from falling into the public domain or into the possession of unauthorised persons. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees and consultants who need access to such Confidential Information in order to effect the intent of this Program and who have entered into written confidentiality agreements with the Receiving Party which protects the Confidential Information of the Disclosing Party. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorised use or disclosure of Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying such unauthorised use or disclosure of its Confidential Information.

Legal Disclosures. A disclosure of Confidential Information (a) in response to a valid order by a court or other governmental body, or (b) otherwise required by law, shall not be considered to be a breach of the Program rules or a waiver of confidentiality for other purposes; provided, however, that the party disclosing such information shall provide prompt written notice thereof to the Disclosing Party to enable it to seek a protective order or otherwise prevent such disclosure.

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### 3.2 Indemnification.

Indemnity by DECT Forum Members. Each DECT Forum member indemnifies and holds DECT Forum, and its 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 DECT Forum by third parties arising directly from:

(a) the supply and/or use of defective products or services offered or supplied by this member or other persons connected with him using the DECT Security Picture Mark.

(b) any failure to apply the regimens of the DECT Security Qualification Program or omission of the member or its agents in connection with the qualification of products pursuant to the DECT Security Qualification Program, which do not conform with DECT Forum's instructions or test plans (including, without limitation, information or results of product testing);

(c) any failure by the member to comply with applicable laws with respect to the qualification of any products under the DECT Security Qualification Program in the country in which the testing and/or the production is being conducted;

(d) any allegation that any data, materials or information supplied by the member to DECT Forum pursuant to the DECT Security Qualification Program infringe or violate any Intellectual Property Rights of a third party in the country in which the testing and/or the production is being conducted,

provided that (i) the member is promptly notified of any such claim, (ii) DECT Forum renders reasonable assistance as required (at the member's reasonable expense), and (iii) the member is always involved in the proceedings and relevant decisions are made mutually.


A Full Member shall have no obligation to indemnify DECT Forum for information supplied by DECT Forum pursuant to this Qualification Program.

Indemnity by DECT Forum. DECT Forum shall defend, indemnify and hold DECT Forum Full Member, the DECT Security Qualification Laboratory and the DECT Security Qualification Body respectively, and its 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 Full Member, the DECT Security Qualification Laboratory or the DECT Security Qualification Body respectively by third parties arising directly from any allegation that any data, materials, or information supplied by DECT Forum to the Full Members, the DECT Security Qualification Laboratory or the DECT Security Qualification Body pursuant to this DECT Security Qualification Program ("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 (i) DECT Forum is promptly notified of any such claim, (ii) the Full Member, DECT Security Qualification Laboratory and/or DECT Security Qualification Body renders reasonable assistance as required (at DECT Forum's reasonable expense), and (iii) DECT Forum is always involved in the proceedings and relevant decisions are made mutually.

Notwithstanding the foregoing, DECT Forum shall have no liability for any claim of infringement by a third party directed against a Full Member, a DECT Security Qualification Laboratory or a DECT Security Qualification Body if the infringement claim thereof is based on the latter's use of the DECT Security Picture Mark or Materials and DECT Forum had, prior to the institution of such claim, instructed the latter in writing to discontinue using the DECT Security Picture Mark or Materials in anticipation of such a claim.

### 3.3 Limitation of Liability.

DECT Forum shall not be liable for any general, special, indirect consequential incidental, punitive or other damages of any kind arising out of or in connection with the DECT Security Qualification Program.

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DECT Forum makes no warranty in connection with its services and disclaims all warranties, whether statutory, expressly or implied.

Except in the event of a breach of the confidentiality obligations contained in Section 3.1 or claim for indemnification made pursuant to Section 3.2, in no event shall any party's total liability to the other party under this Regulation exceed fifty thousand Euros (€ 50,000).

#### Consequential Damages Waiver.

Except in the event of a breach of the confidentiality obligations contained in Section 3.1 or a claim made for indemnification made pursuant to Section 3.2, in no event shall any party be liable to any other for any incidental, consequential, special, or indirect damages arising out of this Regulation or its termination, whether liability arises from contract or tort (including negligence and strict product liability) and irrespective of whether such party has been advised in advance of the possibility of any such loss or damage.

#### Failure of Essential Purpose and Allocation of Risk.

The limitations set forth in this Section 3.3 shall be deemed to apply to the maximum extent permitted by applicable law and notwithstanding the failure of the essential purpose of this Regulation or any limited remedies hereunder. The parties acknowledge and agree that they have fully considered the foregoing allocation of risk and find it reasonable, and that the foregoing limitations are an essential basis of the bargain between the parties.

#### 3.4 Waiver.

Any waiver of any kind or character by any party of a breach of this Regulation must be in writing, shall be effective only to the extent set forth in such writing, and shall not operate or be construed as a waiver of any subsequent breach by the other party. No failure of any party to insist upon strict compliance by the other with any obligation or provision hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Regulation. Nor shall any party's delay or omission in exercising any right, power or remedy upon a breach or default by another party impair any such right, power or remedy. The exercise of any right or remedy provided in this Regulation shall be without prejudice to the right to exercise any other right or remedy provided by law.

#### 3.5 Severability.

The provisions of this Regulation are severable and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected or impaired thereby and shall be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the economic effect of such provision or portion thereof within the limits of applicable law or applicable court decisions.


#### 3.6 Construction.

The paragraph headings of this regulation are included merely for convenience of reference. They are not to be considered part of, or to be used in interpreting this Regulation and in no way limit or affect any of the contents of this Regulation or its provisions.

#### 3.7 Governing Law and Jurisdiction.

This regulation and all disputes in connection herewith shall be exclusively subject to the laws of Switzerland. Venue for any and all disputes of any kind arising out of or in relation to this regulation, including its validity, shall be Bern, Switzerland.



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### 3.8 Controlling Language.


This Regulation, and the exhibits hereto, are prepared and executed in the English language only, which language shall be controlling in all respects. Any translations of this regulation into any other language are for reference only and shall have no legal or other effect. Any notice which is required or permitted to be given by one party to the other under this regulation will be in the English language and made in writing.

### 3.9 Injunctive Relief.

The parties agree and acknowledge that a breach of this Regulation may cause a party irreparable damage. Accordingly, notwithstanding anything to the contrary set forth in this Regulation, upon any breach of this Regulation by a party, the other party shall be entitled to immediate injunctive relief in a court of competent jurisdiction.

### 3.10 Attorneys' Fees.


In any action, suit or proceeding arising out of or in connection with this Regulation, a court 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 the court may award to it.

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## Exhibit A

### DECT Security Picture Mark



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## **Exhibit B**

### **DECT Security Notification Form**

#### **DECT Security Qualification Body**

<<<Name of certifying official>>>

<<< Address >>>

#### **DECT Security Notification**

<b>Applicant Details</b>	
Company Name	
Company Address	
Contact Partner	
Phone Number	
Fax Number	
E-Mail-Address	
Company Web-Site	


<b>Manufacturer Details</b>	(if different from Applicant)
Company Name	
Company Address	
Contact Partner	
Phone Number	
Fax Number	
E-Mail-Address	
Company Web-Site	

<b>Equipment Details</b>	
Brand Name	
Product Type	
Product Identifier	
Related Hardware	
Related Software	

<b>Qualification Details</b>	
Test Plan and Version	
Supported Features	


<b>Test Equipment used in qualification testing:</b>	
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- ☐ On Basis of Test Report \_\_\_\_\_ <<< test report identifier >>> the equipment as identified in the tables above has passed the Qualification Testing as defined in the aforementioned test plan.
- ☐ The DECT Security Qualification Body was involved in the Definition of the Certification Campaign.
- ☐ Testing was performed according to the entire test campaign which was specified in the Definition of the Certification Campaign and provided in document \_\_\_\_\_ <<< document identifier >>>
- ☐ Testing was performed only for a part of the entire test campaign, which was specified in the Definition of the Certification Campaign and provided in document \_\_\_\_\_ <<< document identifier >>>

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<<< Laboratory Name >>>  
 DECT Security Qualification Laboratory  
 Project Number: 1-XXXX-X/03  
 Responsible: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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### **Exhibit C**

#### **Permitted cases for access to the DECT Security Certification Program**

- **Case 1** – where the equipment supplier (brand name) to the market is the same as the manufacturer. In this situation, it is clear that the manufacturer would apply for the certification in its own name, with the product name being, that which is supplied into the market. The manufacturer is also in possession of full technical information to support the certification.
- **Case 2** - where the equipment supplier (brand name) to the market is not the same as the manufacturer, but where the only version of that cabinet being supplied into the market is from that supplier. One example of this case is a company which is out-sourcing aspects of the development and manufacture, but retaining the individuality and look and feel of the product line. In this case the supplier has some technical information, but perhaps not all that is required to fulfil certification.
- **Case 3** – where a manufacturer supplies one product into the market in different territories to different customers. It is important to note that in this case the products may be technically identical as far as the factors affecting certification are concerned. In such case, even the cabinets may be the same, the changes being purely related to colours, graphics and packaging. The supplier may have little or no knowledge of the product and would not be able to technically support the certification.
- **Case 4** – where a manufacturer supplies a specific component, which is required for implementing DECT Security compliant products (e.g. DECT Security chip sets). In this case the manufacturer of this specific component may develop a DECT Security reference cabinet, which meets the requirements of the DECT Security certification. In this case the manufacturer is allowed to apply for certification of the DECT Security Picture Mark for this reference cabinet, which shall be treated as a single product certification. In this instance, it is permitted for the semiconductor vendor to be the sole supplier in the value chain, in terms of the definition in paragraph 2.1

Note: The DECT Security Qualification Laboratory assesses and judges in terms of similarity and with this also in terms of the Certification procedure that has to be performed to obtain the DECT Security Certificate.

Upon request by a Full Member of DECT Forum to DECT Forum's Secretariat, further cases might be included in this list of permitted cases for access to the DECT Security Qualification Program.

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## Exhibit D

### Certificate of Compliance

