



Bay Area Compliance Laboratories Corp.  
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## Product Certification Agreement

### A. PARTIES TO THE AGREEMENT

This agreement, ("Agreement") is between the undersigned applicant, hereinafter known as the "Applicant" and Bay Area Compliance Laboratories Corp., hereinafter known as the "BACL". "Applicant" and "BACL" shall be jointly referred to as the "Parties."

### B. Product Information & Test Data

#### B.1. Product Information & Test Data for all Regulatory Authority except ENERGY STAR

Applicant agrees to provide BACL with the necessary product information and documentation that is required by the specific Regulatory Authority and BACL for product certification such as but not limited to;

1. A "Cover Letter" from the Applicant on their company letterhead describing the service(s) they want performed by BACL,
2. A "Project & Certification Authorization Letter" (as applicable),
3. A "Confidentiality Request Letter" (as applicable) with specific details if the Applicant wants portions of their product certification to remain confidential,
4. A signed and dated "Form 731" for FCC certifications,
5. A signed and dated "RSP-100, Appendix A" for IC certifications,
6. A block diagram of the product to be certified showing all oscillators and clock frequencies,
7. Electrical schematics of the device with RF generation circuits, input signal path circuitry and clock lines,
8. A complete Test Report (unless BACL will perform the testing) compliant with the ISO 17025 requirements such as clearly defined test procedures, description of the test facilities, calibration dates and traceability of all test equipment used to test the product and test setup photos,

**Note: BACL does not accept test report from non-accredited labs.**

9. An operational description (User's Guide) of the device and how it works,
10. ID label and location,
12. External and Internal photos,
12. Parts List & Tune up information (as applicable),
13. RF Exposure information (as applicable),

#### B.2. Product Information & Test Data for ENERGY STAR Certification

ENERGY STAR Applicant agrees to provide BACL with the necessary product information and documentation that is required by the US Environmental Protection Agency (EPA), the Department of Energy (DOE) and BACL for product certification such as but not limited to;

- 1- "Test Report" from an EPA recognized laboratory
- 2- List of products and models
- 3- Description of each model (Specification, etc.)
- 4- Product photos

- 5-Construction details (mechanical drawings, etc.)
- 6- Related NRTL report and/or certificate and FCC DOC report or certificate
- 7-Claim letter of family
- 8- Safety and Electromagnetic Interference approval report and certification
- 9- Product Packaging information (All six side) showing ENERGY STAR label and location
- 10-Signed manufacturer ENERGY STAR partnership agreement (PA)
- 11- User manual or Instruction

**Note: BACL will only accept test data from manufacturers that have been assessed by BACL under WMTL /SMTL program or an accredited lab listed under EPA web site.**

The Applicant agrees to provide the documents listed above (as applicable) for their specific certification(s) requested and warrant the documents and data they provide are complete and accurate. If the product to be certified was tested at an outside test lab, or if the outside test lab is not accredited to ISO 17025, or does not have the proper test scope, BACL must assess that outside test lab to determine if their test report can be used for product certification(s). The Applicant's information is used to perform a product review and technical evaluation to determine the product's compliance to the specific certification(s) requested.

### **C. Product Sample(s)**

Applicant agrees to provide BACL with product sample(s) that is (are) representative of the mass production product at **Applicant's sole expense** for test, measurement and evaluation purposes. Samples will be returned only upon request and at **Applicant's sole expense** after the completion of product certification(s). Samples will be disposed of after six months in a manner that assures customer confidentiality if not requested for return by the Applicant. The Applicant realizes that certain types of tests may damage or destroy the sample.

BACL is not responsible for sample damages except when such damage resulted from negligence on the part of BACL.

### **D. Liability**

The Applicant agrees that BACL, in performance of its duties under this Agreement, does not assume or undertake to discharge any responsibility to any other party or parties. The Applicant acknowledges the opinions and findings of BACL represent its judgment given with due consideration to the type of certification sought, the necessary limitations of practical operations and is given in accordance with its objectives and purpose.

The Applicant agrees the sale, distribution or promotion of a product utilizing a BACL or Regulatory Agency marking or description would mislead the public if the product is not eligible to use the marking or description, or does not comply with the Regulatory Agency or BACL requirements. If a BACL certification is used in any manner other than as herein provided, it constitutes a breach of this Agreement. For this and other reasons, the Applicant agrees the violation of any terms and conditions of this Agreement may cause a temporary injunction to be issued to prevent use of the BACL certification or any reference to BACL or the Regulatory Agency in any manner and from further sales, distribution or use.

## **E. Confidentiality**

BACL assures that confidentiality is maintained by all of its employees and consultants and will not voluntarily disclose any information or data obtained in confidence or marked as “Confidential” to others not entitled to receive that information. Any documents the Applicant considers to be confidential must be so designated in writing for those certification programs that will allow requested information to remain confidential. The Applicant agrees that all documents submitted for any certification program and submitted to the Regulatory Authorities may become public knowledge, but BACL will continue to treat such documents as confidential regardless of any public access. ACTA Rules do not allow any product information to remain confidential. Confidentiality may be requested under FCC Rules 47 CFR Part 0.457 & 0.459. If the FCC determines the documents or data submitted are not confidential, they may be released to the public. Confidentiality may be requested under IC rules CB-02, § 6.4.4 and RSP-100 paragraph 10. If IC determines the documents or data submitted are not confidential, they may be released to the public. Also, the certificate holder is required to acknowledge to BACL for allowing all or part of their information in CB-02 § 6.4.1 to be posted in the Radio Equipment List (REL) on the Industry Canada’s web site. IDA Rules do not allow any product information to remain confidential. MIC Rules do not allow any product information to remain confidential. OFTA Rules do not allow any product information to remain confidential. BACL assumes no responsibility for any Regulatory Authority’s release of Applicant documents.

## **F. Compliance**

The Applicant agrees that mass production of their certified product complies with and will continue to comply with all Regulatory Authority & BACL requirements as it was in their initial application and product that was tested in their technical and administrative processes, and the Applicant will;

1. Comply with all relevant requirements of the certification process,
2. Make claims regarding certification only with respect to the scope for which a specific certification has been granted,
3. Not use product certification in a manner that would bring the Regulatory Authority and/or BACL into disrepute, and will not make any statement regarding its product certification that BACL may consider misleading or unauthorized,
4. If suspension or cancellation of product certification occurs, the product supplier must discontinue all advertising that contains any reference to the product and return any certification documents to BACL,
5. Use certification only to indicate that products certified by BACL as being in conformance per the specific standard(s) used,
6. Endeavors to ensure that no certificate or report nor any part thereof is used in a misleading manner,
7. Comply with all Regulatory Authority and BACL requirements when making reference to its product certification in communication media such as documents, brochures, advertising, etc.

BACL will provide specific information or explanation to Applicant for a specific scope of accreditation desired that is related to a specific scope of accreditation held by BACL and will provide any additional certification application information, when requested by the Applicant.

## **G. Withdrawal of Certification**

Withdrawal of Certification is as follows:

1. For ACTA certification withdrawals, BACL can withdraw the ACTA certification within 30 days after certification. BACL cannot withdraw the ACTA certification after 30 days of certification, but must notify the Applicant and the FCC and request the FCC to remove the product from the ACTA Product List. The FCC will determine the actions to be taken and will inform BACL.
2. For FCC certification withdrawals made within thirty days after the certification, BACL may withdraw the certification. After thirty days only the FCC has the authority to withdraw the product certification. If the FCC withdraws certification, BACL and the Applicant will be notified.
3. For IC certification withdrawals, BACL will inform the Applicant and IC about withdrawing the certification, the Applicant must return the certificate to BACL and IC will remove the product from the REL. IC may also direct BACL to withdraw a certificate for cause.
4. For IDA certification withdrawals, BACL will inform the equipment supplier, the appropriate importing party and IDA about withdrawing the certification. The equipment supplier must return the certificate to BACL and IDA will remove the product from the Telecoms Licensing System. IDA may also direct BACL to withdraw a certificate for cause.
5. For Japan MIC certification withdrawals, BACL will inform the equipment supplier and Japan MIC about withdrawing the certification. The equipment supplier must return the certificate to BACL and Japan MIC will remove the product from their database. Japan MIC may also direct BACL to withdraw a certificate for cause.
6. For OFTA certification withdrawals, BACL will inform the equipment supplier and OFTA about withdrawing the certification. The equipment supplier must return the certificate to BACL and OFTA will remove the product from the "List of Certified Telecommunications Equipment." OFTA may also direct BACL to withdraw a certificate for cause.

## **H. Notification of any Changes to BACL**

The Applicant agrees to notify BACL of any intended change(s) or actual changes to a certified product, manufacturing process, quality management system, name or address change of the Applicant that may affect the Regulatory Authority and/or BACL requirements.

## **I. Changes in BACL Certification Requirements**

If BACL intends to make any changes in their requirements for certification, BACL will inform Applicant, stating the new requirement(s), date the change will become effective and advise the Applicant if a supplementary examination is required of their product(s) which are subject to the change. If the Applicant agrees to accept the change and provided the results of any supplementary examination are favorable, a supplementary certification will be issued or other modifications to BACL records will be made. If the Applicant does not agree to accept the change, or the results of any supplementary examination are not favorable and the Applicant does not fix the problem(s), BACL shall work with the Applicant and the regulatory agency to come to a satisfactory certification resolution.

## **J. Disputes & Appeals**

Applicant may always request in-depth information about any aspect of their pending certification, completed certification or any other related matter. BACL and the Applicant will attempt to resolve any

disputes or appeals that arise between the Applicant and BACL. If resolution is not possible, the dispute will be appealed to the specific Regulatory Authority as the final arbiter. ACTA and FCC per 47 CFR § 2.962(h), IC per CB-02 §6.1.3, IDA per the IDA CB scheme, Japan MIC per the Japan MIC CB scheme and OFTA per the OFTA CB scheme. The Applicant and BACL will each have a reasonable time to provide comments before the Regulatory Authority reaches a final decision.

## K. Complaints

Applicant, suppliers, or other parties with complaints about a BACL certification or services that have a right to receive related information, may request in-depth information about related aspects of their completed certification or other related matters. The Applicant shall maintain all their complaint records pertaining to the BACL certified product's compliance with Regulatory Authorities and BACL requirements and make those records available to BACL upon request. The Applicant shall take appropriate action with respect to such complaints and deficiencies found in BACL certified products that affect compliance with the requirements for certification, and record all actions taken.

## L. Post Market Surveillance

Certain Regulatory Authorities require a certain percentage of final, market-ready, certified products to be sampled from the finished goods inventory and be examined for compliance. BACL is required to perform this annual Post Market Surveillance Testing ("PMST") per ISO Guide 65 and each accredited CB Scheme. PMST is used by BACL and each Regulatory Authority to assure that mass produced BACL certified products continue to comply with each Regulatory Authority rules, conditions, terms and BACL requirements. The PMST product sample and test data will be compared to the original product and test data from the BACL certification filing. PMST includes all products that were tested by BACL or other test laboratories, but were certified by BACL. **The Applicant understands the need for and agrees to keep some production samples on hand for at least one (1) year after certification is granted and to provide samples when requested to BACL or the Regulatory Authority(s), and at Applicant's sole expense.** A production sample is a mass production sealed certified product from the Applicant's production line with the User's Manual, all required Labels and any Product Accessories that were used during the product certification process. The PMST production sample will not be returned to the Applicant unless all costs for packaging and shipping are paid by the Applicant. There are no additional fees payable by the Applicant to BACL for Post Market Surveillance Testing activities. EPA requires 10% of the products certified by BACL in each category and included subtype, each year to be selected for Verification Testing. ACTA requires 2% of the products certified by BACL each year to be selected for PMST. The FCC requires 5% of the products certified by BACL each year with an additional 1% for SAR to be selected for PMST. IC requires 5% of the products certified by BACL each year to be selected for PMST. IDA, MIC and OFTA have not stated their requirements, so BACL shall perform 2% of the products certified by BACL each year to be selected for PMST. The Applicant must provide timely corrective actions to BACL if their PMST production sample does not meet the BACL or Regulatory Authority requirements they met initially.

## M. Challenge Testing; Terms and Conditions

Challenge testing is a process initiated by an EPA ENERGY STAR partner when there is reason to believe that a product by another EPA ENERGY STAR partner does not comply with EPA ENERGY STAR product specification. The process is as follows:

The Challenger provides details to the CB

The CB informs the Challengee that a Challenge is being initiated

The CB will manage the testing of the product being challenged  
Regardless of the outcome of the testing results, ENERGY STAR, Challenger and Challengee are notified of the results.  
The challenger is always responsible for the all challenge testing costs.

## **N. Anti-Drug Abuse Statement**

The FCC certification process requires the Applicant to take full responsibility for the Anti-Drug Statement, on FCC Form 731 Application, Item 13, section 5301.

## **O. Agents**

The Applicant may use an Agent to act on its behalf for all matters with BACL; however the Applicant remains responsible for all requirements in this Agreement.

## **P. Payment**

The Applicant shall pay BACL all service fees as defined and stated in the BACL Quotation for Services.

## **Q. Project Cancellation**

Postponements or cancellations will be accepted if sufficient written notice is given to BACL as soon as practically possible. In the event of cancellation within 24 hrs of your scheduled project start date, a \$1,500 cancellation fee plus any incurred expenses (rentals, advance preparation labor, fixture construction, etc.) may be invoiced to the Applicant.

## **R. Agreement Period**

This Agreement is effective on the date shown below and remains in force unless withdrawn or cancelled by either party's thirty days written notice. Termination of this Agreement shall not affect any liability of the parties existing as of the date of termination. This Agreement shall be governed by and construed under the laws of the United States of America, State of California.

## **S. Non-Solicitation Agreement**

During the effective period of this Agreement and for one additional year past the expiration of this Agreement, the Parties, mutually agree not to solicit, induce, or otherwise cause any employee (regular employee or candidate for temporary or permanent placement) of each other's company to terminate his or her employment in order to become an owner, partner, employee, consultant or independent contractor for the other company or for any competitor of either Parties.

## **T. Insurance Coverage**

BACL declares that it maintains workers' compensation and employer's liability insurance on BACL employees in a form and amount as required by applicable laws. This insurance does not cover any employees of Applicant or third parties who may be involved with the work to be performed, whether on the premises of BACL, on route to and from BACL or at any location related to the work to be performed by BACL.



#### U. Unauthorized use of report

The Applicant agrees to waive any claim against BACL and defend, indemnify, and hold BACL harmless from any and all causes of action, lawsuit, proceedings or claims, including legal fees and expenses incurred by BACL, allegedly arising as a result of unauthorized use of BACL's reports.

#### V. Use of ENERGY STAR Logo

The Applicant agrees to not use its own mark to indicate that a product is ENERGY STAR qualified.

#### w. Certification Agreement Signatories

This certification Agreement must be properly executed by both authorized signatories of both Parties. The BACL signatory is an authorized and empowered employee, owner, co-owner or director of BACL Certification Services for the purpose of entering into a legal Agreement with Applicant. The Applicant signatory is an authorized and empowered employee, owner, co-owner or director of the Company they legally represent for the purpose of entering into a legal Agreement with BACL.

### ALL FIELDS BELOW MUST BE FILLED OUT COMPLETELY

Certification Body	Applicant
Bay Area Compliance Laboratories Corp. 1274 Anvilwood Avenue Sunnyvale, California, 94089 USA	Company Name: CDM MIAMI INC Address: 1825 NW 112TH AVE., STE 158, MIAMI, FL  Agent Name (If Applicable): Address:
Printed Name:	Printed Name: Dennis TANG
Signature:	Signature: <i>Dennis Tang</i>
Title:	Title: Marketing Director
Date:	Date: 2012-7-10

Project Number: