



## Cenelec Certification Agreement (CCA) Certification Program Responsibilities

By acceptance of a formal quotation for CCA certification, which also includes the use of the D-Mark, the Customer (“Customer” or “you” or “your”) agrees with the responsibilities set forth below for the CCA Certificate and the D-Mark responsibilities, which are covered under the [D-Mark Responsibilities](#). Both also identify responsibilities of UL (collectively, “UL” or “we”, “us”, or “our”) under these Programs.

### A. Testing and Certification Services

**1. Scope of the Services.** The term “Customer” is used to denote the following: (a) an Applicant, who submits devices, equipment, materials, or systems (“Product(s)”) to UL for a “Product Investigation” designed to assess: (1) the Product’s conformity to applicable CCA Certification Program Requirements, including, without limitation, the [D-Mark Responsibilities](#) and any applicable European Norm (“EN”) standard(s), (collectively, “CCA Certification Program Requirements”), and (2) the eligibility of such Product(s) for the CCA Certificate (“CCA Certification Service”); and/or (b) a Manufacturer,” who carries out control in such stages of the manufacturer, assessment, verification, handling and storage of a Product and has responsibility for continued compliance of the Product with the CCA Certification Program Requirements; and/or (c) a “Production Site”, that serves as a location at which the Product, covered by the CCA Certification Service, is produced or assembled and covered by the D-Mark Factory Inspection Service requirements (see further reference in the [D-Mark Responsibilities](#)).

Before UL establishes CCA Certification Service for any Product, the Applicant must provide UL with the name and address of the Product Manufacturer and the Production Site(s) where the Product is to be manufactured or assembled.

**2. Certification Decision.** We will investigate submitted products and, if eligible, in our sole opinion, authorize the issuance of the CCA Certificate with the following considerations.

Our employees responsible for formulating policy, developing and implementing processes, and performing their duties in compliance with those processes, are solely responsible for the certification decision.

You acknowledge that the Manufacturer(s) of the product must demonstrate that the Manufacturer(s) will produce the product in accordance with all requirements including, without limitation, the applicable EN standard or other such specified requirements. The Manufacturer(s) shall establish and maintain a program of production, inspection and tests to assure that products bearing the D-Marks comply with D-Mark Program Requirements as per the [D-Mark Responsibilities](#).

You agree to inform UL of any changes to the product that affect the product’s compliance with this document or the Standard or other such specified requirements prior to implementation of the changes into production.

**3. Product Investigation.** A “Product Investigation” consists of UL: (a) performance of tests on samples of a Product, in accordance with CCA Certification Program Requirements; and (b) evaluation of Product construction criteria by examination of samples of the Product, in accordance with CCA Certification Program Requirements. The purpose of such testing and examination is to determine whether representative Product samples conform to CCA Certification Program Requirements and whether the Product might be eligible for CCA Certification Service.

If we determine that submitted Products are eligible for CCA Certification Service, we will issue a CCA Certificate to the Applicant (at which time the Applicant will be referred to on the CCA Certificate as “Certificate Holder”) that permits you to use the CCA Certificate according to the requirements of the CCA Certification Program.

**4. Your information.** You represent and warrant that all the information and data provided to us by you or on your

behalf is complete and accurate and that we may rely upon such information when testing, investigating and establishing the CCA Certification Service for your product.

**5. Confidentiality of your information.** You agree and consents to us sharing your information and data with UL's subsidiaries, affiliates, subcontractors or third parties, in order for us to: (i) perform the CCA Certification Program services; or (ii) act in the interest of public safety. You further represents and warrants that all information and data provided to us by you are properly owned or licensed by you, do not infringe upon the intellectual property rights of any third party, and that you are allowed to provide such information to us without restriction.

We agree not to voluntarily disclose secret information obtained in confidence from you to third parties without your prior written authorization unless the information is already known to us, publicly available, or subsequently acquired from other sources. Disclosure of such information is also allowed when required by law; in such cases, you will be informed of the disclosure as permitted by law.

**6. Samples.** If the CCA Certification Program requires sample examination, you will ship representative samples to us at your expense. Upon completion of the examination, such samples may be destroyed, unless other arrangements are agreed in writing for the return of samples at your expense. The shipping, testing and sample preparation may damage and/or destroy any sample and you agree that you will not hold us liable for any such damage or destruction.

**7. Subcontracting.** You agree that we may subcontract portions of the CCA Certification Program to third parties. We will provide as a term of any such subcontract that the subcontractor will meet our current qualification requirements, including complying with our confidentiality requirements.

**8. Estimated Schedule.** You acknowledge and agree that each Product Investigation is unique and that the timing of each such investigation will vary, depending upon the nature of the particular investigation and upon the findings resulting therefrom. If appropriate, we will provide you with an estimated time schedule in the Quotation. *This schedule is only an estimate.*

You hereby expressly waives, releases, and exempts us and our trustees, directors, officers, employees, members, affiliates, agents, and subcontractors from any and all liability, claims, demands, or actions whatsoever for any alleged loss, damage, or injury arising from any alleged failure on our part to perform any CCA Certification Service within the time period set forth in any estimated time schedule that we might provide to you.

**9. Compliance with the CCA Certification Program Requirements.** In the event that any CCA Certification Service is established, you agree that you will comply with the applicable CCA Certification Program Requirements at all times including (a) the description and specifications contained in the test report; (b) the published EN Standard(s) referenced on the CCA Certificate applicable to the covered product.

**10. The validity of the CCA Certificate.** The CCA Certificate is valid for as long as the standards used for testing are valid, from the date of issuance, but may be withdrawn by us earlier if:

- (i) The Certificate is terminated for any reason;
- (ii) The CCA Certificate, the D Mark Certificate or D-Mark is used contrary to the D-Mark Program requirements;
- (iv) All fees and expenses are not paid when due; or
- (v) Based on the request from the Applicant.

**11. Information Received by Customer Concerning Certified Products.** You will promptly notify us in writing: (i) when you notify a relevant governmental agency of potential field hazards; (ii) when your product fails to meet any of the following: (a) CCA Certification program requirements; (b) the description, specifications contained in the test report and (c) the applicable standard(s) referenced on the CCA Certificate, and/or (iii) when you have found or has received a report that your product could create a substantial hazard to users.

You agree to keep a record of all complaints made known to you relating to any product's compliance with CCA Certification Program Requirements, and to make these records available to us when requested. You agree to take appropriate action to respond to such complaints, and any noncompliance with CCA Certification Program Requirements and to keep a record of such actions.

**12. Revisions to CCA Certification Program Requirements.** You acknowledge and agree that if a revision to an applicable CCA Certification Program Requirement is adopted, or if an applicable CCA Certification Program

Requirement, including without limitation the applicable EN Standard, is withdrawn, we shall determine the date by which you must cease using the CCA Certificate related to your Product(s) (“the date of withdrawal”) and shall notify you in writing, and as soon as is practicable, of such date (“the cancellation notice”).

You unconditionally agree to comply with such cancellation notice. Products that are subject to cancellation due to changes in requirements are eligible for resubmission, upon request by the Applicant, under the revised requirements.

**13. UL documentation.** We retain all ownership, rights, title, and interest, in and to any reports, procedures, data, calculations, notes, or other materials in any form conceived, prepared, generated or originated by us.

**14. Assignment.** You cannot assign any of your rights or obligations under the CCA Certification to any other person without our written consent. We may, upon prior written notice to you, assign any of our rights or obligations to any other UL Company.

## **B. Fees and Expenses**

**1. Product Investigation Fees.** We will establish a fee for each Product Investigation (including engineering, technical, and support personnel charges) and provide this fee in a Quotation to you. Unless we expressly agree in writing otherwise, we will bill Applicant for all Product Investigation fees. The fee shall cover one examination and one set of such tests as UL determines are appropriate for the Product (not including testing of additional samples, retesting the Product or a modified sample of the Product, separate investigations of components of a Product, or reimbursable expenses), as well as the preparation of a report. We shall not exceed the agreed fee without written authorization from Applicant.

**2. Expenses.** Unless we expressly agree in writing otherwise, we will bill Applicant for all reimbursable expenses associated with a Product Investigation which may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of Test Reports and other documents.

## **C. Termination.**

**1. Immediate Termination Events.** In the event that you default on any of your obligations we may immediately terminate or suspend, any of your Products related to such default, and any and all rights or authorities conferred upon you including any right to use any Marks on any Product(s), without prejudice to any other rights or remedies that we might have.

**2. Additional Termination Events.** Upon the occurrence of any of the following events or conditions, and upon thirty (30) days’ written notice to you (“the cancellation notice”), we may terminate, in whole or in part, as to any or all Covered Product(s), any rights or authority conferred upon you: (a) your filing of any voluntary or involuntary petition in bankruptcy; (b) the appointment of a receiver for your business; and/or (c) the voluntary or involuntary liquidation of your business. In such termination notice, we will provide you with a date by which you must cease using any CCA Certificate covered by the notice (the “date of withdrawal”).

**3. Termination Upon Non-Eligibility.** If, at any time and for any reason, any of your Product(s) become ineligible for CCA Certification Service, we shall immediately discontinue service on such ineligible Product(s) and shall terminate your rights and authorities under the CCA Certification requirements with respect to such Product(s), pursuant to a termination notice.

**4. UL’s Actions Upon Termination.** Upon any termination, including customer request to end service, we may, among other things, (a) discontinue any CCA Certification Service on any of your Product(s), You expressly agree that, on or before the cancellation date, as defined in Paragraph C.2. above, you will cease using any CCA Certificates on, or in connection with, any covered Product(s) addressed in the cancellation notice or any reference to UL, in the marketing, promotion, and/or advertising of such Product(s).