



**THE HONG KONG STANDARDS
AND TESTING CENTRE LTD**

Regulations for
Scheme on Certification of Telecommunications Equipment and
Industrial, Scientific and Medical (ISM) Equipment by the Local
Certification Bodies (“LCB Scheme”)

1 October 2014



Regulations for Scheme on Certification of Telecommunications Equipment and Industrial, Scientific and Medical (ISM) Equipment by the Local Certification Bodies (“LCB Scheme”)

The rules and regulations as set out herein (the “Regulations”) relate to the “Scheme on Certification of Telecommunications Equipment and Industrial, Scientific and Medical (ISM) Equipment by the Local Certification Bodies (“LCB Scheme”) developed and owned by the Office of the Communications Authority (OFCA), and operated by The Hong Kong Standards and Testing Centre Ltd (STC), for the certification of Telecommunications Equipment (TE) and Industrial, Scientific and Medical (ISM) equipment (“Product”).

1. Certification

- 1.1 An Applicant, upon satisfying STC that it is capable of complying with the Regulations and the “Scheme on Certification of Telecommunications Equipment and Industrial, Scientific and Medical (ISM) Equipment by the Local Certification Bodies (“LCB Scheme”) and that it is carrying on a bona fide business; giving STC such undertakings including the undertaking to sign the Application Form declaring and confirming that the Applicant will comply with the Regulations (as may be amended from time to time and communicated to Applicant by STC) and that the Applicant is bound by all the terms and conditions set out in the Regulations (or any update thereof) and proof on the Applicant’s legal status as it may require shall, subject to the terms and conditions of these Regulations, be entitled to be certified under the Scheme and obtain a Certificate which shall nevertheless remain the property of STC.

2. Assignment

- 2.1 The Applicant may not sub-license, assign or otherwise transfer the right to use the Certificate or its Certification under the Scheme without the prior written permission of STC.

3. Rights and Obligations

- 3.1 The Applicant agrees that the certified products manufactured and supplied as specified in the Certificate based on and attached to these Regulations shall comply with the requirements stated in the standards and restrictions specified in the Certificate.
- 3.2 The Applicant agrees that the products for which the Certificate is granted shall be produced to the same specifications as the sample that STC found in the initial Certification, in compliance with the relevant standards and specification.



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- 3.3 The Applicants agrees to make all necessary arrangements for the conduct of evaluation in the Certification, including provision for examining documentation and access to all areas, records (including internal audit reports) and personnel for the purposes of evaluation (e.g. testing, inspection, assessment, surveillance, reassessment) and resolution of complaints.
- 3.4 The Applicants agrees that all necessary arrangements will be made for:
- 3.4.1 the conduct of evaluation and surveillance (if required), including provision for examining documentation and records and access to the relevant equipment, location(s), area(s), personnel, and applicant’s subcontractors;
 - 3.4.2 investigation of complaints;
 - 3.4.3 the participation of observers, if applicable.

4. Misuse

- 4.1 The Applicant warrants that it will not use the certification and / or the Certificate in such a manner as to bring STC into disrepute, and shall not make any statement regarding the Applicant’s certification which STC may consider misleading or unauthorized.
- 4.2 The Applicant shall ensure that none of the Applicant’s certification document or report, or any part thereof, is used in a misleading manner.

5. Conformity Assessment

- 5.1 Any Certificate granted hereunder shall be subject to STC’s continuing surveillance on the Applicant’s compliance with its obligations, in accordance with the conditions stated in the certification requirements of the LCB Scheme and other requirements, specified and established from time to time by STC.
- 5.2 Conformity Assessment may be conducted by recognized test agencies on behalf of STC to ensure the conformity of the products for which the Certificate is granted.
- 5.3 OFCA retains all authority under the law to interpret, implement and enforce the relevant technical specification governing Telecommunications Equipment and as well as industrial, scientific and medical equipment.



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6. Complaints

6.1 The Applicant is required to :

6.1.1 keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to STC when requested;

6.1.2 take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification ;

6.1.3 document the actions taken.

7. Publicity

7.1 The Applicant has the right to publish or make claims regarding certification only in respect of scope for which certification has been granted in accordance with STC requirements. In making reference to its products certification in communication media such as documents, brochures or advertising, Applicant shall comply with the requirements of STC and stipulations in this Regulation.

7.2 If the Applicant needs to provide copies of Certificate or certification documents to others, the documents shall be reproduced in their entirety unless prior written consent is obtained from STC.

7.3 In every case, the Applicant shall take sufficient care of its publications and advertising that no confusion arises between certified and non-certified products.

7.4 The Applicant shall not specify or make any claim in user information that could lead purchasers to believe performance or usage of the product(s) not covered by the certification.

7.5 STC may publicize in the media the authorization of certificate issuance and cancellation under these Regulations as it deems appropriate.

8. Confidentiality

8.1 STC shall ensure that confidentiality is maintained concerning all information obtained or created during the performance of certification activities. Except for information that the client makes publicly available, or



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when agreed between STC and the Applicant, all other information is considered as proprietary information and shall be regarded as confidential. Subject to Clause 7.5, STC shall inform the client, in advance, of the information it intends to place in the public domain.

- 8.2** With the exception in Clause 8.4 and 8.5 below, STC shall not disclose the Applicant’s certification document, or the report to any third-party without the written consent of the Applicant. Where the Hong Kong regulations and the law require confidential information to be released or requested by a Court Order, the Applicant shall, unless prohibited by law, be notified of the information provided.
- 8.3** Information about the Applicant obtained from sources other than the Applicant (e.g. from complainant or from regulators) shall be treated as confidential by STC.
- 8.4** As obliged by the LCB scheme, STC will transfer the information and materials provided by the Applicant for certification to OFCA for OFCA’s information and inspection, which include but not be limited to the following, and allowing OFCA to publish, where necessary, the relevant technical information on its website:
- 8.4.1** contact information of the product manufacturer (company name, contact person, address, e-mail address, fax and phone number);
 - 8.4.2** contact information of the Applicant (company name, contact person, address, e-mail address, fax and phone number);
 - 8.4.3** brand name and model number of product;
 - 8.4.4** type of product;
 - 8.4.5** HKTA/HKCA specifications to which the product concerned was tested and certified;
 - 8.4.6** technical details such as the operating frequency range, RF power, Specific Absorption Rate (“SAR”) value (for mobile phone only), antenna information, and emission designations (these apply to radio equipment only).
- 8.5** The Centre shall be at liberty to disclose the testing and certification related documents and/or files anytime to any third-party accreditation and/or recognition bodies for audit or other related purposes.

9. Suspension of Certification



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- 9.1 If the Applicant is temporarily unable to comply with the requirements of the Regulations, STC may require the Applicant to discontinue use the Certificate or any claim to certification under the Scheme, with immediate effect until it is satisfied that the conditions of certification are again achieved.

10. Withdrawal / Termination of Certification

- 10.1 Any withdrawal / termination of Certificate may arise in connection with the LCB Scheme in accordance with the withdrawal / termination procedure from time to time prescribed by STC. The Applicant shall discontinue its use Certificate or any claim to certification under the Scheme with immediate effect.
- 10.2 Certificate will be withdrawn by STC, or STC will act in accordance with the instructions of OFCA on such withdrawal if any, should the Applicant fails to take corrective actions to resolve any non-compliance issues concerning its certified product.
- 10.3 Upon suspension, termination and withdrawal of certification, the Applicant shall discontinue its use of all advertising matter that contains any reference thereto and returns any certification documents as required by STC.

11. Payment

- 11.1 STC shall charge and the Applicant shall pay STC according to the applicable fees schedule published from time to time:
- 11.1.1 the application fee ;
 - 11.1.2 additional fees for product testing, re-testing, administration, re-issue of Certificate, as shall from time to time be determined by STC;
 - 11.1.3 any additional costs incurred by STC owing to the Applicant’s non-compliance with STC’s regulations ; and
- 11.2 All the fees to be charged to and paid by the Applicant according to Clause 11.1 above shall be prescribed by STC in its entire discretion as fair and reasonable, and the rate or amount of such fees may be revised from time to time by STC without prior notice to the Applicant.
- 11.3 All fees shall be payable by the Applicant, together with a signed Quotation



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for certification, to STC. If the Applicant voluntarily terminates the Application, the fees will not be refundable.

- 11.4 The Applicant shall pay STC all relevant charges as detailed in the Quotation for certification. If the payment is not received by the due date, the Application will be regarded as voluntarily terminated.

12. Product / Process Changes

- 12.1 The Applicant shall inform STC in writing without delay and obtain STC’s approval for any changes to the product, manufacturing sites, and the manufacturing process. If there is any major change to the quality management system, the Applicant shall notify STC the details.

13. Applicant’s Information Changes

- 13.1 The Applicant shall inform STC in writing without delay, if there is any change to Applicant’s information which may affect its conformance to certification requirement, such as company’s name, address, correspondence address, management’s representative, ownership, structure, business nature, or management of company (e.g. key managerial, decision-making or technical staff). Upon receiving the related documents for the change requested, STC will notify the Applicant the verification results and update the certification records.

14. Liability

- 14.1 The LCB Scheme is a product certification scheme that helps the public to identify products which comply with current telecommunication regulations in Hong Kong.

- 14.2 STC shall not be liable to the Applicant for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the certification under LCB Scheme or the sale of products or rendering of services to the public by the Applicant (whether or not by reference to the LCB Scheme certification) and notwithstanding the generality of the foregoing STC expressly excludes liability for consequential loss or damage suffered by the Applicant including any loss or damage resulting from claims brought by any clients or customers of the Applicant, or for loss of profit, business, revenue, goodwill or anticipated savings.

- 14.3 Subject to Clause 14.2 above all conditions and warranties on the part of



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STC implied by statute, common law or otherwise are expressly excluded.

15. Indemnity

15.1 The Applicant will be liable for and will indemnify STC (together with any STC agencies) against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by STC whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings brought against STC by a third-party claiming relief against STC by reason of :

15.1.1 the certification of the Applicant under the LCB Scheme ;

15.1.2 the manufacture, use or sale of any products or the provision of any services by reference to a Certificate under the LCB Scheme.

16. Appeal / Dispute

16.1 All disputes that may arise in connection with the LCB Scheme and / or with these Regulations are to be settled in accordance with the appeal procedure as prescribed by STC.

16.2 OFCA retains all authority under the law to interpret, implement and enforce the relevant HKTA/HKCA Technical Specifications governing the radio equipment, including TE (Telecommunications Equipment) and ISM (Industrial, Scientific and Medical (ISM) Equipment).

17. Validity Period

17.1 These Regulations shall come into force when a signed valid Application Form has been returned by the Applicant, and remain in force unless the Application or Certificate is withdrawn for justified reasons or cancelled by either party upon due written notice given to the other party.

18. Alterations

18.1 These Regulations may from time to time be altered by STC. No such alterations will affect the right of the Applicant to use the Certificate or claim to be certified under the LCB Scheme unless or until it will have been given



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notice in writing of such alterations by STC, who will notify the Applicant of the date by which it must comply with the altered Regulations, which will not normally be less than three months from the date of notification of the alteration.

19. Notice

19.1 Any notice given under these Regulations shall be in writing and signed by or on behalf of the party giving it.

20. Waiver

20.1 No failure or delay on the part of STC to exercise any right or remedy under these Regulations will be construed or operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided under these Regulations are cumulative and are not exclusive of any rights or remedies provided by law.

21. Governing Law

21.1 These Regulations will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Courts in the Hong Kong Special Administrative Region.

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