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
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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.
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
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.

-- End of Regulations --