



Management Committee of Agreement Group

**Title: Mutual Recognition Agreement of Information Technology
Security Evaluation Certificates – VERSION 2.0**

April 1999

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MUTUAL RECOGNITION AGREEMENT OF INFORMATION TECHNOLOGY SECURITY EVALUATION CERTIFICATES

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Article 1: Purpose

- 1 The purpose of this Agreement is to bring about a situation in which *products* or *systems* awarded an *IT security evaluation certificate* (hereinafter *Certificate*) in one country can be procured or used by parties in other countries without the need for them to be evaluated and certified again and with full confidence in the reliability of the judgements on which the original *certificate* was based. It seeks to provide grounds for that confidence by requiring high and consistent standards of all its *Members*, and particularly of *Qualifying Certification Bodies* (hereinafter *QCBs*), and by ensuring that certificates accorded recognition under the Agreement are issued only by *Certification Bodies* which demonstrably meet those standards.

Article 2: Membership

- 2 Membership of this *Agreement Group* is open to all *QCBs* from countries of the European Union or EFTA. Furthermore, each EU or EFTA country may designate as a *Member* one body which is not a *QCB*. Procedures for extending membership to *QCBs* of other countries will be decided by the *Management Committee* as and when the issue arises.

Article 3: Scope

- 3 The *Members* commit themselves to *recognise conformant certificates* which have been issued by any *QCB* in accordance with the terms of this Agreement and its Annexes. *Certificates* may be issued in respect of IT security *products* or *systems* as defined in Annex A. Extension of the scope of this *Agreement Group* to cover *certificates* issued in respect of IT Security services may be considered in due course.

Article 4: Dispensations

- 4 If to *recognise* a *certificate* would cause a *Member* to act in a manner inconsistent with national, European Community or international law, subsidiary legislation, administrative regulation or official obligation applicable at the time, that *Member* is not to be obliged under this Agreement to *recognise* such a *certificate*. In particular, in cases where a *product* is being considered for an application which involves the protection of information attracting a security classification or equivalent security label required or authorised under legislative or administrative provisions, there is to be, in respect of that application only, no obligation under this Agreement to *recognise* a *certificate* issued by a *QCB*.

Article 5: Definitions

- 5 Terms crucial to the meaning of this Agreement or which are used in a sense peculiar to this Agreement are defined in a Glossary at Annex A to this Agreement. Such terms appear in italic type in the text of this Agreement.

Article 6: Prerequisites for the Recognition of Certificates

- 6 *Certificates* are to be *recognised* if the *evaluation* and *certification* processes to which they relate have been carried out in a duly professional manner on the basis of agreed and publicly available *IT security evaluation criteria* (hereinafter *criteria*) and *IT security evaluation methods* (hereinafter *methods*) and in the context of an *Evaluation and Certification Scheme* (hereinafter *Scheme*) which has been established under the provisions of a law or of an officially recognised administrative procedure valid in the country concerned and if the *certificates* and *certification reports* issued meet agreed minimum requirements. *Certificates* which meet all these conditions are termed *conformant certificates*.
- 7 Unless and until it is agreed unanimously otherwise by the *Management Committee*, the agreed *criteria* are to be those laid down in the *Information Technology Security Evaluation Criteria (ITSEC)* and *Common Criteria (CC)* and the evaluation methods are to be those laid down in the *Information Technology Security Evaluation Manual (ITSEM)* and *Common Evaluation Methodology (CEM)*, each of these documents in the version current at the time. Unless and until it is unanimously agreed otherwise by the *Management Committee*, the minimum requirements for *certificates* and *certification reports* are to be those laid down in the *ITSEM*. The minimum requirements for a *Scheme* are laid down in Annex B to this Agreement. An *evaluation* and *certification* is deemed to have been carried out in a duly professional manner if, as a minimum,
- the *Evaluation Facility*:
 - either has been accredited in a participating country by a recognised *Accreditation Body* as meeting the requirements of EN 45001 or ISO Guide 25 (in so far as these requirements are consistent with the peculiarities of the IT security domain) and has been *licensed* by a QCB,
 - or has been established as an *ITSEF* under the provisions of a law or statutory instrument or other official administrative procedure valid in the participating country concerned and can provide satisfactory evidence that it meets the requirements of EN 45001 or ISO Guide 25 (in so far as these requirements are consistent with the peculiarities of the IT security domain);
 - the *Certification Body*:
 - either has been accredited in its respective country by a recognised *Accreditation Body* as meeting the requirements of EN 45011 or ISO Guide 65 (in so far as these requirements are consistent with the peculiarities of the IT security domain) and to the minimum extent that it meets the requirements laid down in Annex C of this Agreement
 - or has been established under the provisions of a law, statutory instruments or other official administrative procedure valid in the country concerned and can provide satisfactory evidence that it meets the requirements of EN 45011 or ISO Guide 65 (in so far as these requirements are consistent with the peculiarities of the IT security domain) and to the minimum extent that it meets the requirements laid down in Annex C of this Agreement.
 - the *Certification Body* monitors *evaluations* in progress (*monitoring of*
-

evaluations) as required and, as appropriate, carries out other procedures to ensure that all *Evaluation Facilities* operating within its *Scheme*:

- perform evaluations impartially,
- apply the agreed *criteria* and *methods* correctly and consistently,
- adequately protect the confidentiality of sensitive information involved.

8 In order to promote the consistent application by *Schemes* of the mutually agreed *criteria* and *methods*, the *Members* commit themselves to work towards uniform interpretation of the currently applicable *criteria* and *methods*. In pursuance of this commitment the *Members* further commit themselves to regular exchanges of information on interpretations and to the discussions necessary to resolve differences of interpretation.

Article 7: Obligation of compliance

9 The *Members* commit themselves to continuing compliance with the terms of this Agreement and, in the case of those *Members* which are also *QCBs* or responsible for such bodies, to continuing compliance with the prerequisites for recognition of certificates laid down in Article 6 and the Annexes there cited. In the event of a *Member* notifying the *Management Committee* of a claim that a *QCB* is no longer complying with the terms of this Agreement and if the first *Member* can substantiate this claim to the satisfaction of a majority of the *Management Committee*, a *compliance check* is to be made on the *QCB* complained of. The form of such compliance checks is set out in Annex D to this Agreement. In the event of a *Member* notifying the *Management Committee* of a claim that another *Member* is no longer complying with the terms of this Agreement in some respect other than failure to comply with Article 6 and with the Annexes there cited and if the first *Member* can substantiate the claim to the satisfaction of a majority of the *Management Committee*, the provisions of Article 11 and of Annex H shall apply.

Article 8: Publicity

10 *Conformant certificates* issued by a *QCB* are to bear prominently, in addition to any logo or distinguishing device peculiar to the *QCB* or its *Scheme*, the logo of the Recognition Agreement and a standard form of words. The logo and the form of words are given in Annex E to this Agreement.

11 The *Management Committee* shall ensure that equal publicity is given by its *Members* to all *conformant certificates*.

Article 9: Sharing of Information

12 Each *Member* undertakes to make available to other *Members* all information and documentation relevant to the application of this Agreement.

13 In meeting this obligation, the industrial and commercial secrets of third parties may be disclosed only if prior agreement has been obtained in writing from the third party concerned.

- 14 In particular, each *Member* is promptly to provide information on prospective changes which might affect its ability to meet the prerequisites for *recognition* or which might otherwise frustrate the operation or intention of this Agreement.
- 15 The nature and scope of the information and documentation routinely required are dealt with more fully in Annex F to this Agreement.

Article 10: Conditions for achieving and maintaining Qualifying Status

- 16 A *Certification Body* shall be accepted as issuing *conformant certificates* if it can demonstrate to the unanimous satisfaction of the *Management Committee* that it fulfils the prerequisites for the *Recognition of Certificates* set out in Article 6 of this Agreement and in the Annexes there cited. Such *Certification Bodies* are termed *Qualifying Certification Bodies (QCBs)*. The procedure for applying for and conferring *Qualifying Status* is laid down in Annex G to this Agreement.

Article 11: Involuntary termination of Membership or of Qualifying Status

- 17 Membership or Qualifying Status shall be terminated against the will of the *Member* concerned only on grounds of serious or persistent failure to comply with the terms of the Agreement.
- 18 Termination of membership shall be invoked only when at least two thirds of the *Management Committee* agree either that there is no prospect of renewed compliance or that the errant *Member's* obligations under the Agreement have been so flagrantly flouted that immediate expulsion is justified.
- 19 Termination of Qualifying Status shall be invoked only as a last resort when, after a *QCB* has failed a *compliance check*, at least two thirds of the *Management Committee* agree that there is no prospect of that *QCB* demonstrating renewed compliance within a reasonable time and remaining compliant thereafter. Termination of Qualifying Status shall not necessarily entail termination of membership.
- 20 Details of the procedures to be followed and of the practical implications of termination of membership and of Qualifying Status are given in Annex H to this Agreement.

Article 12: Administration of the Agreement

- 21 This Agreement is to be administered by its *Members* through a *Management Committee* consisting of one representative from each participating country. Where there is more than one *Member* in a country, it is for that country to decide which *Member* shall represent it. However, in cases in which a country designates a body to be a *Member* of the *Agreement Group* in addition to one or more *QCBs* from that country, that designated body will always be the representative on the *Management Committee*. The *Management Committee* is to meet as often as required, but at least once per year, to consider matters affecting the status, terms or application of this Agreement. The *Management Committee* may establish ad-hoc groups of experts to provide support and advice. The other rules of procedure and principal responsibilities of the *Management Committee* are set out in Annex I to this Agreement. Additional rules may be agreed by the *Management Committee*.

Article 13: Disputes and Conciliation

- 22 Disputes concerning the terms or operation of this Agreement which cannot be resolved to the satisfaction of all concerned through negotiation are to be referred to a conciliation procedure. Such disputes may arise between *Members* or between an outside organisation and an individual *Member* or even, perhaps, the *Agreement Group* as whole. The procedures to be followed in resolving such disputes and the conciliation procedure are described in Annex J.
- 23 Neither the *Management Committee* nor any *Member* shall seek to intervene or to become involved in any way in disputes between an outside organisation and a *Member* which relate purely to:
- matters internal to the operation of the *Scheme* for which the *Member* concerned is responsible
 - explicit or implicit contracts or obligations between the outside organisation and the *Member* which do not stem directly from the terms of this Agreement.

Article 14: Sub-contracting

- 24 Sub-contractors shall not be used to carry out the procedures set out in Annex D or in Annex G.3 or G.4 of this Agreement.

Article 15: Costs

- 25 Except as specified elsewhere, each *Member* is to be responsible for meeting all costs arising through its membership of this Agreement.

Article 16: Revision

- 26 Any modification of the terms of this Agreement and its Annexes is to be agreed unanimously by the *Management Committee* and recorded in a formal document signed by all *Members*. SOG-IS is to be informed of any revision.

Article 17: Duration

- 27 This Agreement is to remain in force unless the *Members* decide unanimously to end it. An abrogation of this Agreement by a single *Member* is not to take effect until three months have elapsed from the date on which notification of the abrogation has been received by the *Management Committee*.
- 28 The terms and operation of this Agreement are to be formally reviewed by the *Management Committee* when three years have elapsed from the date of its commencement.

Article 18: Commencement

- 29 This Agreement is to enter into force (its terms having been unanimously approved by SOG-IS pending a recommendation by the Council) on the date on which it has been signed by all its founding *Members*.

Article 19: Legal Effect

- 30 It is recognised and accepted by each of the Members that:
- a) this agreement does not create any rights, liabilities or obligations which would have a binding effect in national, international or European Community law on any or all of them; and
 - b) recognition of certificates does not require a Member to endorse, confirm, warrant or guarantee in any way a certificate issued by another Member.

Annex A: Glossary

- 1 This glossary contains definitions of all terms in the text or Annexes of this Agreement which are used in a sense specific to this Agreement or which have a specialised meaning crucial to the interpretation of this Agreement. It also contains definitions of certain other terms used in this Annex. Efforts have been made to align this glossary as much as possible with the “ISO/IEC Guide 2: 1991 - General Terms and Their Definitions Concerning Standardisation and Related Activities”.
- 2 Where the definitions in this Annex differ from definitions of the same terms given in ITSEC, CC, ITSEM, or CEM the definitions in this Annex are to be used in establishing the intended meaning of this Agreement. Such definitions are broadly consistent with those given in ITSEC, CC, ITSEM and CEM which remain generally valid. The differences are in the interest of greater clarity in the specific context of this Agreement.
- 3 Terms defined in the Glossary appear in the main body of this Agreement in italic type.
- 4 Accreditation: formal confirmation by an Accreditation Body that an organisation is meeting a predetermined standard of impartiality and general technical, methodological and procedural competence.
- 5 Accreditation Body: an independent organisation responsible for assessing the performance of other organisations against a recognised standard, and for formally confirming the Status of those that meet the standard.
- 6 Agreement Group: all the Members together in their capacity as signatories of this Agreement.
- 7 CC: Common Criteria, the title of a document published by several agencies in North America and Europe describing a set of IT security evaluation criteria which is backwards compatible to the source criteria which included ITSEC. The CC has been submitted to ISO as a draft standard ISO 15408.
- 8 CEM: Common Evaluation Methodology, the title of a technical document which describes a set of IT security evaluation methods for use with CC.
- 9 Certificate: a brief publicly available document in which is confirmed by a Certification Body that a given product or system has been awarded a certain assurance level, following evaluation by an ITSEF. A Certificate always has associated with it a Certification Report.
- 10 Certification: the process carried out by a Certification Body leading to the issue of an IT Security Certificate.
- 11 Certification Body: an independent organisation responsible for carrying out certification and for overseeing the operation of an Evaluation and Certification Scheme. See also Qualifying Certification Body.
- 12 Certification Report: a publicly available document issued by a *Certification Body* which summarises the results of an evaluation and confirms the overall results, i.e. that

the evaluation has been properly carried out, that the evaluation criteria, evaluation methods and other procedures have been correctly applied and that the conclusions of the Evaluation Technical Report are consistent with the evidence.

- 13 Certified Products List: a publicly available document issued periodically by a Certification Body giving brief particulars of every product which holds a currently valid Certificate awarded by that Certification Body.
- 14 Compliance Check: a procedure for establishing that the evaluations and certifications carried out under the authority of a particular *QCB* continue to comply with the requirements set out in this Agreement.
- 15 Conformant Certificate: a certificate issued by or under the authority of a *QCB* in accordance with the terms of this Agreement.
- 16 Continuous monitoring: a system for ensuring, on a regular basis, compliance with the terms of this Agreement.
- 17 Criteria: see IT Security Evaluation Criteria
- 18 Evaluation: the assessment of an IT product or system against pre-defined IT security evaluation criteria and methods to determine whether or not the claims made for the security of the system or product are justified.
- 19 Evaluation and Certification Scheme: the systematic organisation of the functions of evaluation and certification within a given country under the authority of a Management Board or of a Certification Body in order to ensure that high standards of competence and impartiality are maintained and that consistency is achieved.
- 20 Evaluation Criteria: see IT Security Evaluation Criteria.
- 21 Evaluation Facility: an organisation which carries out evaluations, independently of the manufacturers and vendors of the products or systems evaluated, and usually on a commercial basis.
- 22 Evaluation Methods: see IT Security Evaluation Methods.
- 23 Evaluation Technical Report: a report giving details of the findings of an evaluation, submitted by the Evaluation Facility to the Certification Body as the principal basis for the Certification Report.
- 24 ITSEC: Information Technology Security Evaluation Criteria, the title of a document published by the European Commission, describing a particular set of IT security evaluation criteria which is officially recommended by the Council of the European Union for use in conducting evaluations throughout the European Union and also used by some other countries.
- 25 IT Security Evaluation Certificate: see Certificate
- 26 IT Security Evaluation Criteria: a compilation of the information which needs to be provided and of the actions which need to be taken in order to give grounds for confidence that evaluations will be carried out effectively and to a consistent standard throughout an Evaluation and Certification Scheme.

- 27 IT Security Evaluation Methods: a compilation of the methods which need to be used by Evaluation Facilities in applying IT security evaluation criteria in order to give grounds for confidence that evaluations will be carried out effectively and to a consistent standard throughout an Evaluation and Certification Scheme.
- 28 ITSEF: IT Security Evaluation Facility, a formally authorised Evaluation Facility, performing evaluations within the context of a particular Evaluation and Certification Scheme.
- 29 ITSEM: Information Technology Security Evaluation Manual, the title of a technical document, endorsed by SOG-IS and published by the European Commission, which describes a particular set of IT security evaluation methods.
- 30 Licensed: assessed by a Certification Body as technically competent in the specific field of IT security evaluation and formally authorised to carry out evaluations within the context of a particular Evaluation and Certification Scheme.
- 31 Licensing Policy: a part of the essential documentation of every Evaluation and Certification Scheme, setting out the procedures for making an application to be licensed and for the processing of such applications and of the training and security requirements which an applicant must fulfil in order to qualify.
- 32 Management Board: a body which sets the policy for a Evaluation and Certification Scheme and which has ultimate responsibility for the Scheme's operation in accordance with its rules.
- 33 Management Committee: the body, on which all Members of the Agreement Group are represented (in the manner explained in Article 12), which is responsible for the operation of this Agreement in accordance with its rules.
- 34 Member: a signatory of this agreement.
- 35 Methods: see IT Security Evaluation Methods
- 36 Monitoring of Evaluations: the procedure by which representatives of a Certification Body closely observe evaluations in progress in order to satisfy themselves that an ITSEF is carrying out its functions in a proper and professional manner.
- 37 Probationary Period: the period of time given to a Member in which to demonstrate that it is no longer in breach of its obligations under this Agreement.
- 38 Product: a package of IT software and/or hardware, providing functionality designed for use or incorporation within a multiplicity of systems.
- 39 Protectable document: a document containing protectable information.
- 40 Protectable information: sensitive information exchanged under the terms of this Agreement which requires special protection in accordance with Annex F.4.
- 41 Qualifying Certification Body (QCB): a Certification Body which meets the conditions laid down in Article 10 and thus possesses Qualifying Status.

- 42 Recognition of Certificates: Acknowledgement by one Member that the evaluation and certification processes carried out by another member appear to have been carried out in a duly professional manner and meet all the conditions referred to in Article 6 of this Agreement.
- 43 Recognise: see Recognition of Certificates.
- 44 Shadow Certification: monitoring of certification in which representatives of at least one QCB participate in the evaluation and certification of a product being conducted under the auspices of another Certification Body.
- 45 System: a specific IT installation, with a particular purpose and operational requirement.

Annex B: Evaluation and Certification Scheme

B.1 The Purpose and Principal Characteristics of a Scheme

- 46 The main purpose of an Evaluation and Certification Scheme (hereinafter referred to as a Scheme) is to ensure, through the systematic organisation and management of the functions of evaluation and certification, that high standards of competence and impartiality are maintained and that consistency is achieved.
- 47 To this end, each Scheme is managed by a single Certification Body, which is responsible not only for the certification of evaluated products and systems, but, equally importantly, for other functions which are listed in section B.2.
- 48 The overall policy of a Scheme (including its Licensing Policy - see below) may be set either by the Certification Body itself or by a Management Board. In the latter case, the Management Board has ultimate responsibility for the operation of the Scheme in accordance with its rules and policies and, where appropriate, for the interpretation or amendment of those rules and policies, while the Certification Body manages the Scheme and applies the rules and policies in accordance with the policy guidance of the Management Board. In either case, it is very important to ensure that mechanisms are in place to ensure that the interests of all parties with a stake in evaluation and certification activities are given an appropriate weight in the running of the Scheme.
- 49 The existence of such a Scheme is of crucial importance in the context of Recognition. For, in conjunction with the correct and consistent application of common evaluation criteria and evaluation methods it offers unique grounds for confidence that all ITSEFs are operating to the same high standards and thus in the correctness of results and in their consistency between one ITSEF and another. Such confidence is indispensable in establishing the trust on which any Recognition Agreement is necessarily based.

B.2 The Rôle and Principal Characteristics of the Certification Body

- 50 The Certification Body is an independent organisation. It is independent of the ITSEFs, and staffed by appropriately qualified personnel.
- 51 It may be established under the provisions of a law, subsidiary legislation or other official administrative procedure valid in the country concerned or it may be accredited by an appropriate Accreditation Body. In both cases, it is to meet either the requirements of EN 45011 or ISO GUIDE 65 or the requirements as specified in the Annex C of this Agreement.
- 52 The principal functions to be performed by the Certification Body are:
- a) to authorise the participation of Evaluation Facilities in the Scheme (see further below)
 - b) to monitor the performance of participating ITSEFs and, in particular, their adherence to, and application and interpretation of, the agreed evaluation criteria and evaluation methods
 - c) to see to it that procedures are in place within the Scheme to ensure that sensitive information relating to products under evaluation and to the process of evaluation

itself is appropriately handled and given the security protection it requires and that those procedures are routinely followed (see further below)

- d) to issue additional guidance to ITSEFs as required
- e) to monitor every evaluation in progress within the Scheme
- f) to review all evaluation reports (including especially Evaluation Technical Reports) to ensure that the conclusions are consistent with the evidence adduced and that the agreed evaluation criteria and evaluation methods have been correctly applied
- g) to produce a Certification Report in respect of each evaluation completed under the auspices of the Scheme
- h) to publish certificates and their associated Certification Reports
- i) to publish regularly a document giving brief particulars of all products evaluated within the Scheme which hold a currently valid certificate (Certified Products List)
- j) to document the organisation, policy, rules and procedures of the Scheme, to make that documentation available publicly and to keep it up to date
- k) to ensure that the rules of the Scheme are followed.

53 Where there is no Management Board, the Certification Body is also responsible for:

- l) establishing, and, where appropriate, amending, the rules and policies of the Scheme;
- m) ensuring that the interests of all parties with a stake in the Scheme's activities are given appropriate weight in the running of the Scheme.

54 In the context of membership of this Agreement, a Qualified Certification Body is also responsible for:

- n) ensuring that the logo of this Agreement appears, in accordance with Article 6 and Annex E of this Agreement, on all conformant certificates which it issues;
- o) publicising in whatever manner is laid down by the Management Committee under the provisions of Article 8, products holding recognised certificates issued under the authority of other Members;
- p) providing technical support to activities relating to this Agreement in accordance with the provisions of this Agreement;
- q) representing the Scheme on the Management Committee (unless, under the provisions of Article 12, another body in the same country has been nominated to do so).

B.3 Accreditation and Licensing of Evaluation Facilities

55 Unless an Evaluation Facility has been established under a law or statutory instrument, if it is to participate in a Scheme, it must fulfil two conditions:

- a) it must be accredited by an Accreditation Body officially recognised in the country concerned
- b) it must be licensed by the Certification Body responsible for the management of the Scheme.

56 Accreditation entails the Evaluation Facility's demonstrating its impartiality and its general technical, methodological and procedural competence and in particular that it

meets the requirements of EN 45001 or ISO Guide 25 in so far as these requirements are consistent with the peculiarities of the domain of IT security.

- 57 Accreditation is a necessary, but not a sufficient, condition of licensing. The Evaluation Facility also has to demonstrate to the satisfaction of the Certification Body that it is technically competent in the specific field of IT security evaluation and that it is in a position to comply in full with the rules of the Scheme concerned. This includes demonstrating that it has the ability to apply the agreed evaluation criteria and evaluation methods correctly and consistently and that it meets stringent security requirements necessary for the protection of sensitive information relating to products or systems under evaluation and to the process of evaluation itself.
- 58 An Evaluation Facility which has been licensed to carry out evaluations within a particular Scheme is known as an IT Security Evaluation Facility (ITSEF).
- 59 The detailed licensing policy for each Scheme includes details of security and training requirements and of the procedures for making an application to be licensed and for the processing of such applications.

Annex C: Requirements for the Certification Body

C.1 General requirements

60 This Annex is laid out in the spirit of EN 45011 or ISO Guide 65. There is to be open access to the services of the Certification Body without undue financial or other conditions. The procedures under which the Certification Body operates are to be administered in a non-discriminatory manner.

C.2 Administrative structure

61 The Certification Body is to be impartial. In particular, it should have permanent staff responsible to a senior executive enabling day-to-day operations to be carried out free from undue influence or control by anyone having a direct commercial interest in the certification.

C.3 Organisational structure

62 The Certification Body is to have and make available on request:

- a) a chart showing clearly the responsibility and reporting structure of the organisation;
- b) a description of the means by which the organisation obtains financial support;
- c) documentation describing its Evaluation and Certification Scheme;
- d) documentation clearly identifying its status.

C.4 Certification personnel

63 The personnel of the Certification Body are to be competent for the functions they undertake.

64 Information on the relevant qualifications, training and experience of each member of staff is to be maintained by the Certification Body and kept up-to-date.

65 Personnel are to have available to them clear, up to date, documented instructions pertaining to their duties and responsibilities.

66 If work is subcontracted to an outside body, the Certification Body is to ensure that the personnel carrying out the sub-contracted work meet the applicable requirements of this Annex.

C.5 Documentation and change control

67 The Certification Body is to maintain a system for the control of all documentation relating to its Evaluation and Certification Scheme and will ensure that:

- a) current issues of the appropriate documentation are available at all relevant locations;

- b) documents are not amended or superseded without proper authorisation;
- c) changes are promulgated in such way that those who need to know are promptly informed and are in a position to take prompt and effective action;
- d) superseded documents are removed from use throughout the organisation and its agencies;
- e) those with a direct interest in the Scheme are informed of changes.

C.6 *Records*

68 The Certification Body is to maintain a record system to suit its particular circumstances and to comply with relevant regulations applied in the jurisdiction to which the Party is subject. The system is to include all records and other papers produced in connection with each certification; it is to be sufficiently complete to enable the course of each certification to be traced. All records are to be securely stored for a period of at least five years. Client confidentiality is to be maintained unless otherwise required by law.

C.7 *Certification procedures*

69 The Certification Body is to have the required facilities and documented procedures to enable the product certification to be carried out in accordance with the applicable IT security evaluation criteria and methods.

C.8 *Requirements of Evaluation Facilities*

70 The Certification Body is to ensure that IT Security Evaluation Facilities conform to the relevant requirements of EN 45001 or ISO Guide 25.

71 The Certification Body is to draw up for each IT Security Evaluation Facility a properly documented agreement covering all relevant procedures including arrangements for ensuring confidentiality.

C.9 *Quality Manual*

72 The Certification Body is to have a Quality Manual and documentation setting out the procedures by which it complies with the requirements of this Annex. These are to include at least:

- a) a policy statement on the maintenance of quality;
- b) a brief description of the status of the Certification Body;
- c) the names, qualifications and terms of reference of the senior executive and other certification personnel;
- d) details of training arrangements for certification personnel;
- e) an organisation chart showing lines of authority, responsibility and allocation of functions stemming from the Senior Executive;
- f) details of procedures for monitoring product evaluations;
- g) details of procedures for preventing the abuse of certificates;
- h) the identities of any subcontractors and details of the documented procedures for assessing and monitoring their competence;
- i) details of any procedures for appeals or conciliation.

C.10 Confidentiality

- 73 The Certification Body is to have adequate arrangements to ensure confidentiality of the information obtained in the course of its certification activities at all levels of its organisation.

C.11 Publications

- 74 The Certification Body is to produce and update as necessary a Certified Products List. Each product mentioned in the list is to be clearly identified. The list is to be available to the public.
- 75 A description of the Evaluation and Certification Scheme is to be available in published form.

C.12 Appeals or conciliation

- 76 The Certification Body is to have procedures to deal with disputes between itself and an outside party.

C.13 Periodic review

- 77 The Certification Body is to undertake periodic reviews of its compliance with the requirements of this Annex.

C.14 Misuse of certificates

- 78 The Certification Body is to exercise proper control over the use of its certificates.
- 79 It is incumbent upon the Certification Body to take whatever administrative, procedural or legal steps may be necessary to prevent or counter the misuse of certificates and to correct false, misleading or improper statements about certificates or about the Evaluation and Certification Scheme.

C.15 Withdrawal of certificates

- 80 The Certification Body is to have documented procedures for withdrawal of certificates and is to advertise the withdrawal in the next issue of its Certified Products List.

Annex D: Compliance check

- 81 The following paragraphs of this Annex set out the procedures to be followed in carrying out a Compliance Check in accordance with Article 7 and, in outline, the form which such Compliance Checks should take.
- 82 The Management Committee selects one or more QCBs to carry out the Compliance Check on the QCB complained of. The QCB or QCBs performing the Compliance Check make nominations for a team to consist of at least two experts.
- 83 The burden of carrying out Compliance Checks is to be shared equitably between the QCBs.
- 84 The QCB undergoing the Compliance Check has within one month to provide the complete Scheme documentation applicable at the time. The experts review the documentation to determine if it is in compliance with the prerequisites for Recognition, and report their findings to the Management Committee. In the case of non-compliance the provisions of Annex H apply.
- 85 If the Scheme documentation complies with the prerequisites for Recognition a Shadow Certification is performed.
- 86 A suitable product with a level of E2 , E3, EAL3 or EAL4 is agreed on by the QCBs directly involved and a non-disclosure agreement is signed between them.
- 87 It is the responsibility of the experts to satisfy themselves that the QCB undergoing the Compliance Check is compliant in respect of all aspects of the evaluation and certification process. In carrying out this responsibility, the experts may wish to take part in some aspects of the certification process. It is the responsibility of the QCB undergoing the Compliance Check to facilitate this.
- 88 The experts are also to check the application of the procedures to ensure the confidentiality of sensitive information required in Annexes C and F to this Agreement.
- 89 At appropriate stages of the evaluation and certification, the following documentation is to be provided for checking by the experts:
- the Security Target
 - the Evaluation Technical Report
 - any written comments on the above documents made by the Certification Body
 - the Certification Report.
- 90 Other evaluation reports are to be provided on request.
- 91 All documentation referred to above is to be made available in English or in another language acceptable to the experts. Evaluation reports are to be translated only if necessary. It is up to the shadowed QCB to find and implement a solution to any problem of language which is acceptable to the experts.
- 92 The experts make a report to the Management Committee, summarising the results of the Compliance Check and stating, with supporting evidence, whether the QCB under investigation is, in their judgement, compliant or not-compliant. The Management

Committee reviews the report of the experts. Once the Management Committee is satisfied that the report is internally consistent and that the conclusion follows from the evidence, the result is notified to the Certification Body undergoing the Compliance Check. In the case of non-compliance the provisions of Annex H apply.

Annex E: Logo

- 93 Every certificate issued under the terms of the Agreement is to bear a logo shown below followed by the wording shown below:



The logo which appears above:

Confirms that this certificate has been issued under the authority of a party to an international Recognition Agreement ('RA') designed to ensure that security evaluations are performed to high and consistent standards

-indicates that it is the claim of the evaluating party that its evaluation and certification processes meet all the conditions of the RA.

- 1 The judgements contained in the certificate and Certification Report are those of the Qualified Certification Body which issued it and of the Evaluation Facility which carried out the evaluation. Use of the logo of this Agreement does not imply acceptance by other Members of liability in respect of those judgements or for loss sustained as a result of reliance placed upon those judgements by a third party.

Annex F: Information to be shared between the Parties

F.1 Scheme documentation

- 2 Each QCB is to make available to the other Members copies of the documents covering the following aspects of the Evaluation and Certification Scheme for which it is responsible:
- a) the national set of rules and regulations for evaluation and certification in accordance with mutually agreed IT security evaluation criteria and methods,
 - b) the organisational structure of the Scheme,
 - c) the organisation of the Certification Body,
 - d) accreditation and licensing policy,
 - e) the titles and addresses of the ITSEFs associated with the Scheme and their status (e.g., governmental or commercial),
 - f) (if applicable) the national interpretation of EN 45001 or ISO Guide 25. On each occasion that changes are made to these documents, or new versions issued, copies of the amendments and the new version are to be made available promptly to all Members.

F.2 Certificates/Certification Reports

- 3 Each QCB is to provide to each of the other Members a copy of every conformant certificate/Certification Report and of every Certified Products List it issues.

F.3 General Information affecting commitments under this Agreement

- 4 Each Member is to provide a statement about the effects of all national laws, subsidiary legislation, administrative regulations and official obligations applying in the country concerned and directly affecting the Recognition of certificates;
- 5 Each Member is promptly to draw to the attention of the Management Committee any changes or prospective changes to:
- national laws, administrative regulations or official obligations
 - the operation or procedures of its Evaluation and Certification Scheme

which may affect the ability of that Member to fulfil its commitments under this Agreement.

F.4 Confidentiality rules

- 6 Some of the procedures under this Agreement may on occasion require the exchange of sensitive information the disclosure of which would cause actual damage either to the Parties or to the other parties associated with them. It is important that this information is appropriately handled and that procedures are defined to ensure that such protection is achieved.

- 7 For the purposes of this Agreement information and documents requiring special protection are termed protectable information and protectable documents.
- 8 A document may be in paper (hard copy) or in electronic form.
- 9 Protectable documents are to be identified by a special marking "Recognition in Confidence". It is the responsibility of the originator to apply this special marking.
- 10 It is the responsibility of each Party to enforce the protection rules which follow and to establish a system to apply them.

F.4.1 Creation and management of protectable information

- 11 Every protectable document is to bear a brief, but clear indication of the identity of the originator and the date of issue. It is also to have a unique identifier (e.g. a one-up serial number). If the document is modified, then its identifier is also to be modified, at least to the extent of a version number and the date of issue.
- 12 A document remains protectable either for the period stated on the document or, in the absence of a specific statement for five years from the date of creation of the document.
- 13 At the end of the period, the document automatically ceases to be protectable unless specific action is taken by the originator to extend the period of protectability.

F.4.2 Procedures for handling protectable documents and protectable information

Marking of a protectable document

- 14 Paper copies of protectable documents are to bear on each page the words "Recognition in Confidence" and the unique identifier. Optionally the period of protectability may be shown on the first page.
- 15 Removable magnetic media for computers which contain protectable information, are at a minimum to have a label bearing the words "RA in Confidence" and an unique identifier. A listing on paper of the content should be attached to the magnetic medium whenever it is sent from one Party to another.

Storage and rules for safeguarding of protectable documents

- 16 Storage and safeguarding rules are applicable to documents containing protectable information, including draft versions.
- 17 When protectable information is processed or stored on a computer, it should be appropriately safeguarded. Any removable magnetic medium on which protectable information is stored should be safeguarded as though it were a document containing the same information.

Transmission of protectable information

18 Protectable documents which are to be sent through the mail, are to use an inner and outer envelope system. The outer envelope should bear the address of the person nominated by the receiving Party as a point of contact for RA correspondence. The inner envelope(s) should contain the protectable information, and bear the words "Recognition in Confidence" together with the name of the intended recipient.

19 Protectable information should be transmitted by secure means.

Copying of protectable information

20 Protectable information may be copied only when this can be clearly justified on operational grounds.

Disposal of removable magnetic media and protectable documents

21 When no longer required, removable magnetic media and protectable documents should be disposed of in a secure manner, and this action recorded in an appropriate register.

22 Protectable information should be thoroughly erased from magnetic media prior to disposal.

Access to a protectable information

23 Access to a protectable information received by a Certification Body is to be restricted to staff with a need to know who are directly employed by the Certification Body or, at the discretion of the head of the Certification Body, to government Officials with a need to know.

F.4.3 Additional degree of protection

24 Occasionally, the information may require an even higher degree of protection. This is to be determined on a case-by-case basis.

Annex G: Procedures by which Certification Bodies achieve Qualifying status

G.1 Formal request

- 25 If a Certification Body (or the Management Board of an Evaluation and Certification Scheme on its behalf) wishes to apply to become a Qualifying Certification Body and believes that it fulfils the prerequisites for Recognition laid down in Article 6, it should submit an application in writing to the Management Committee.
- 26 The application is to include a formal statement that the applicant agrees:
- to meet all costs arising out of an application or out of considering and processing that application (including the travel, accommodation and subsistence costs, but not the salaries, of the representatives of existing QCBs engaged in the relevant Shadow Certification) whether or not the application is successful
 - to provide the documentation detailed below
 - to submit for Shadow Certification by representatives of one or more of the QCBs a suitable product which is due to be evaluated and certified under the applicant's authority.

G.2 Documentation to be provided

- 27 All documentation and information acquired during the admittance process is to be treated in accordance with the provisions of Annex F.4. These confidentiality rules may be supplemented by means of non-disclosure agreement(s).
- 28 The following documentation is to be provided:
- a) a full description of the scope, organisation and operation of the applicant's Evaluation and Certification Scheme, including:
 - the title, address and principal point of contact of the Certification Body,
 - the subordination of the Certification Body and the statutory or other official administrative basis of its authority,
 - the system for overseeing the general management of the Scheme, for deciding questions of policy and for settling disputes,
 - the procedures for certification,
 - the titles and addresses of the ITSEFs participating in the Scheme and their status (commercial or governmental),
 - the Licensing Policy and the procedures for accrediting Evaluation Facilities,
 - the rules applying within the Scheme to the protection of commercial secrets and other sensitive information,
 - the procedures by which the Certification Body ensures that ITSEFs:
 - perform evaluations impartially,
 - apply the mutually agreed IT criteria and methods correctly and consistently,
 - protect the confidentiality of sensitive information involved;
 - b) the latest issue of the Scheme's Certified Products List;
 - c) two or more certificates/Certification Reports issued under the authority of the applicant;

- d) a statement about the effects of all national laws, subsidiary legislation, administrative regulations and official obligations applying in the country of the applicant and directly affecting the conduct of evaluations and certifications or the Recognition of certificates;
- e) a statement that the applicant is not bound by or about to be bound by any law, subsidiary legislation or official administrative order which would give it or the products or systems to which it awards certificates an unfair advantage under this Agreement or which would otherwise frustrate the operation or intention of this Agreement.

G.3 Management Committee's Response

- 29 The Management Committee is to acknowledge the application within three weeks of its receipt and shall make a preliminary response to it within a target of three months.
- 30 When the Management Committee is agreed that the information supplied by the applicant is satisfactory and that no clarification or supplementary information is required, the applicant will be asked to nominate as candidates for Shadow Certification at least two products for which an E2 , E3, EAL3 or EAL4 evaluation level is claimed.
- 31 The applicant will supply an outline summary of each product and details of the arrangements for its evaluation and certification. The Management Committee is within a target of one month of receipt of the nomination to select one of the products for Shadow Certification and to notify the applicant accordingly.
- 32 The Management Committee is to select one or more QCBs to carry out the shadow certification. The QCB or QCBs selected are to make nominations for a team to consist of at least two experts. The Management Committee is to inform the applicant of the names and parent organisations of the experts.

G.4 Shadow Certification procedure

- 33 It is for the experts to decide in the light of all the information available to them how much of the evaluation and certification process they need to shadow.
- 34 The experts are to report their findings in writing to the Management Committee within one month of the completion of their investigation and no later than one month from the completion of the evaluation and certification process on the selected product, together with a recommendation on whether the candidate's application should be accepted or rejected. The Management Committee is to convey its decision to the applicant in writing within a target of two months following receipt of the experts' report, together, in the case of rejection, with a summary of the reasons for the Committee's decision and of the principal evidence on which it is based.

G.5 Conferring of Qualifying Status upon the first QCBs

- 35 The first Certification Bodies to be accorded Qualifying Status will not be able to be the subject of the Shadow Certification procedures provided for at Sections G.3 and G.4 above, because there will by definition be no existing QCBs to carry out the

Shadow Certifications. Instead, the Management Committee, having satisfied itself that the documentation provided in accordance with Section G.2 is satisfactory, will decide unanimously, on the basis of the reputation and known experience of the candidates, which of the Certification Bodies represented directly or indirectly on the Management Committee shall initially be accorded Qualifying Status. The decision to confer Qualifying Status on a Certification Body in this way is to be unanimous in each case.

Annex H: Termination of Membership and of Qualifying Status

H.1 Termination of Qualifying Status

H.1.1 Failed compliance checks

- 36 If, on the occasion of a Compliance Check as provided for under Article 7 of this Agreement, it is demonstrated, to the satisfaction of at least two-thirds of the Management Committee, that the QCB undergoing the Compliance Check no longer meets the prerequisites for Recognition laid down in Article 6 or that the QCB undergoing the compliance check is otherwise in breach of the terms of this Agreement, that QCB is usually to be given a probationary period of maximum of six months in which to demonstrate that it has rectified the shortcomings identified. If, however, exceptionally, the Management Committee (excluding the QCB in question or, where applicable, that QCB's representative on the Management Committee) is unanimously agreed that, on the evidence provided, there is no prospect of the QCB demonstrating renewed compliance within a reasonable time and of remaining compliant thereafter, the QCB's Qualifying Status is to be revoked immediately.
- 37 If a QCB which has been given a probationary period fails within the time-limit imposed to demonstrate to the satisfaction of at least two-thirds of the Management Committee that it has rectified the shortcomings identified, then that QCB's Qualifying Status is to be revoked, unless the Management Committee (excluding the QCB in question or, where applicable, that QCB's representative on the Management Committee) decides unanimously that the probationary period should be extended. If after an extension of the probationary period, the QCB still fails to demonstrate to the satisfaction of at least two-thirds of the Management Committee that it has rectified the shortcomings identified, then that QCB's Qualifying Status is to be revoked without the option for a further extension of the probationary period.

H.1.2 Non-conformant prospective change

- 38 If in accordance with Article 9 of this Agreement a QCB provides details of prospective changes to procedures which at least two-thirds of the Management Committee agree would invalidate the conformance of its certificates or notifies prospective changes in national law, subsidiary legislation, administrative regulation or official obligation which at least two-thirds of the Management Committee agree would give it or the products to which it awards certificates an unfair advantage under this Agreement or otherwise frustrate the intentions of this Agreement, then that QCB's Qualifying Status is to be terminated from the time that the changes come into force.

H.2 Termination of membership

H.2.1 Substantiated Claims of non-compliance

- 39 If, in the event of a claim that a Member is failing to comply with the terms of the Agreement in some respect other than failure to comply with Article 6 and with the Annexes there cited, the Management Committee decides by a simple majority that the claim is justified, the Member complained of is usually to be given a probationary

period of a maximum of six months in which to demonstrate that it has rectified the shortcomings identified. If, however, exceptionally, the Management Committee (excluding the Member in question or, where applicable, that Member's representative on the Management Committee) is unanimously agreed that, on the evidence provided, there is no prospect of the Member demonstrating renewed compliance within a reasonable time and of remaining compliant thereafter, membership may be terminated immediately. The Management Committee may also vote, unanimously, for immediate expulsion on the grounds that the Member's obligations under the Agreement have been so flagrantly flouted as to constitute an irreparable breach of faith.

- 40 If a Member which has been given a probationary period fails within the time-limit imposed to demonstrate to the satisfaction of at least two-thirds of the Management Committee that it has rectified the shortcomings identified, then that Member's membership is to be terminated, unless the Management Committee (excluding the Member in question or, where applicable, that Member's representative on the Management Committee) decides unanimously that the probationary period should be extended. If after an extension of the probationary period, the Member still fails to demonstrate to the satisfaction of at least two-thirds of the Management Committee that it has rectified the shortcomings identified, then that Member's membership is to be terminated without the option for a further extension of the probationary period.

H.2.2 Non-conformant prospective change

- 41 If in accordance with Article 9 of this Agreement a Member provides details of prospective changes in national law, subsidiary legislation, administrative regulation or official obligation which at least two-thirds of the Management Committee agree would give it or the products to which it awards certificates an unfair advantage under this Agreement or otherwise frustrate the intentions of this Agreement, then that Member's membership is to be terminated from the time that the changes come into force.

H.3 Effect of termination of Qualifying Status upon membership

- 42 Termination of Qualifying Status does not necessarily entail termination of membership. If the QCB concerned is its country's representative in the Management Committee and it has been shown to be non-compliant only with respect to the provisions of Article 6 and of the Annexes cited therein (i.e. only in its rôle as an issuer of certificates), it will usually be appropriate for it to remain a Member.

H.4 Costs

- 43 All costs arising out of the need to demonstrate that identified shortcomings have been rectified (including, where appropriate, travel, accommodation and subsistence costs, but not the salaries, of representatives of other Members incurred in the course of the demonstration) are to be borne by the Member under probation, in accordance with the terms of this Annex.

H.5 Effects on recognition

- 44 It is to be decided unanimously by the Management Committee on a case-by-case basis whether or not to recognise certificates issued during a probationary period by the QCB under probation and whether those certificates may bear the logo of this Agreement.
- 45 It is to be decided unanimously by the Management Committee on a case-by-case basis whether or not the certificates issued by a QCB before its Qualifying Status was terminated or before the beginning of a probationary period are to be treated as still conformant.

Annex I: Administration of the Agreement

1.1 Responsibilities and Competence

- 46 The Management Committee acts in any matters of policy relating to the status, terms and operation of this Agreement, including:
- a) the establishment and maintenance of the rules of the Agreement Group;
 - b) the acceptance into the Agreement Group of new Members;
 - c) the conferring of Qualifying Status in accordance with Article 10 and with Annex G;
 - d) all matters concerning the technical scope of the Agreement Group;
 - e) revision of this Agreement in accordance with Article 16;
 - f) overseeing compliance checks in accordance with Articles 7 and 11 and Annexes D, H and J;
 - g) handling of disputes about the terms and application of this Agreement in accordance with Article 13 and Annex J;
 - h) termination of membership of this Agreement or of Qualifying Status in accordance with Article 11 and Annex H;
 - i) representation of the Agreement Group, where appropriate, in dealings with outside bodies such as ECITC

1.2 Composition

- 47 Each participating country is to be represented on the Management Committee by one Member of the Agreement Group in accordance with Article 12.
- 48 The Management Committee is to be chaired by one of its members appointed to serve for a period of not more than one year. Each of the countries represented is to hold the Chair in succession. It is the responsibility of the country currently in the Chair to provide for administrative support to the Management Committee.

1.3 Voting

- 49 Each country represented on the Management Committee is to have one vote. Decisions are to be reached by simple majority, except in those cases where a specific requirement is laid down elsewhere in this Agreement (e.g. Articles 10, 11 and 16 and the Annexes cited therein) for a larger majority or for unanimity.

1.4 Attendance

- 50 The Management Committee may invite experts or technical advisers (i.e. employees of a Member or Government officials of a country represented on the Management Committee) to attend meetings of the Management Committee to advise on specific issues.

Annex J: Procedure for disputes and conciliation

J.1 Dispute between Members

- 51 The Members are to make every effort to resolve disputes between them through negotiation. Failing this, disputes are in the first instance to be referred to the Management Committee.
- 52 If the matter cannot be resolved to the satisfaction of both the Members in dispute through discussion at the Management Committee, the Management Committee is to decide in favour of one or other of the Members in dispute by a majority of at least two thirds excluding those in dispute or, where appropriate, their representatives on the Management Committee.
- 53 If the Management Committee fails to raise the required majority in favour of one of the Members in dispute or if the Member concerned is unwilling to accept the decision of the Management Committee, the dispute is to be referred to the conciliation procedure (see below).
- 54 The Management Committee may, if appropriate, initiate a Compliance Check on any QCB directly involved in such a dispute, following the procedures set out in Annex D of this Agreement. The Compliance Check is to be executed by a QCB or QCBs not involved in the dispute.

J.2 Other Disputes

- 55 Complaints from an outside party against an individual Member alleging non-compliance with the terms of this Agreement may be referred to the Management Committee and are to be dealt with in the same way as disputes between Members.
- 56 Disputes between an outside party and the Agreement Group concerning the terms or operation of this Agreement or matters arising directly from them which cannot be resolved by negotiation to the satisfaction of all concerned are, if the outside party is willing, to be referred to the conciliation procedure.

J.3 Conciliation procedure

- 57 If any dispute is not resolved through the intervention of the Management Committee, parties in dispute entering into the conciliation process are to appoint a conciliator within one month.
- 58 Within one month of appointment of the conciliator, the parties are to meet with him or her to agree on the exchange of any relevant information, together with the programme and the venue for the conciliation process. As part of the conciliation process, the parties in dispute are to agree on an estimate of the costs of the conciliation and how these are to be shared.
- 59 All matters connected with the dispute and the conciliation are to be kept in strict confidence by the parties concerned and the conciliator.

- 60 Failing resolution by discussion, any party in dispute may in writing invite the conciliator to provide an informal written settlement opinion to all parties concerned. The parties or any one of them may accept or reject such a settlement opinion. Any such decision is to be without prejudice to their rights and obligations under this Agreement.
- 61 The final settlement is to be made available in writing to the parties concerned and to the Management Committee by the conciliator. This settlement is to be implemented in full within a period of time agreed between the parties concerned and the conciliator.