

UNDERTAKING
[to be submitted by the applicant with the CAB application]

We, M/s _____, located at

_____, do, hereby, undertake (for designation as Conformity Assessment Body (CAB) of Telecommunication Engineering Centre, New Delhi) that:

- i) We are fully independent and do not have any conflict of interest as a manufacturer/vendor and shall remain so during the entire period of designation/recognition. We further undertake that while carrying out testing of any product for which designation is sought, the same shall be done in fair and/or un-biased manner.
- ii) none of our employees or members of management of the laboratory or their family members or sister units of the laboratory shall, in any way, be related directly or indirectly to any activity, which may have a "conflict of interest" with the activities of the laboratory.
- iii) We have suitable arrangements for ensuring confidentiality and archiving of the test data. The laboratory's management and all its employees shall, at all times, maintain absolute confidentiality and integrity in operations of the laboratory.
- iv) neither members of management of the laboratory nor their family members or sister units of the laboratory or any employee of the laboratory shall, in any way, act as authorized Indian representative for any foreign manufacturer under the Mandatory Testing & Certification (MTCTE) Scheme.
- v) We shall participate in the online process prescribed by TEC for test and certification against TEC's GR/IR/ER and standards.
- vi) We shall have a record system which shall have a retention period of at least 5 years for documents related to the equipment testing. We shall maintain all the relevant documents including list of products submitted for testing, product-wise testing and evaluation reports. These documents shall be produced before the Designated Authority (DA) within seven days, as and when required.
- vii) We undertake that Non-disclosure agreement, as required, shall be signed with the customer for ensuring protection of their Intellectual Property Rights in the course of testing by maintaining professional ethics, secrecy and keeping all the product related information confidential. We hereby indemnify TEC, at all times, from any claim arising out of breach/infringement of such rights.
- viii) We indemnify TEC, India, from and against all liabilities, damages, claims, cost and expenses incurred or sustained, as a result of any action taken by TEC, India, relating to the designation as CAB/CB.
- ix) We undertake that the test reports shall be issued in the format as and when prescribed by TEC.
- x) **We undertake that the CAB shall not further sub contract the testing in part or full to any other agency for which our lab is designated except in the case of any breakdown of testing facility(ies).**

Applicant Name, Address and Contact
Seal & signature

Note: The undertaking shall be furnished, signed and sealed by Proprietor or Director of the applicant laboratory on laboratory's official stationery (letter-head).