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Self-Marking
Issue 2
October 2001

Spectrum Management and Telecommunications Policy

Terminal Attachment Program Procedures

Self-Marking of the Certification/ Registration Number on Terminal Equipment

Application Procedure and Agreement

Canada

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1. Background

A requirement of certification of Terminal Equipment (TE) by Industry Canada is that the certification number must be displayed prominently on the TE. TE is defined as telecommunications terminal equipment intended for connection to the public switched network, to which sections 69.1 to 69.5 of the *Telecommunications Act* apply. Holders of Technical Acceptance Certificate (TAC) issued by Industry Canada have been required to affix a label issued by Industry Canada ("IC" or the "Department") containing the certification number of the certified TE.

IC is currently in the process of updating its procedure and fee structure to accommodate and facilitate the implementation of a Declaration of Conformity (DOC) process that would replace the requirements to have the TE certified by Industry Canada. After DOC is in place, IC will maintain the requirement to have the equipment listed in the Terminal Equipment List and have a registration number (rather than a certification number) affixed on the TE.

This self-marking agreement applies to certification number marking which is subject to a fee per unit marked. It was developed as a result of a pilot project initiated in March 2001. It will ensure a continuity for the companies who participated in the pilot project, open participation to all TAC holders, allow the self-marking of the registration number required with the Declaration of Conformity process and ensure adequate transition until a new process and fee structure are implemented that will allow the affixing of the required markings without the need for any agreement.

"Self-marking" means that a TAC Holder, as an alternative to purchasing labels from the Department, or a company using the DOC process will be responsible for permanently affixing marks as per section 6.0 (Marking Specifications) to Certified or self-declared TE, whether by printing, embossing, engraving, labelling or some other method. The following procedure (the "Self-Marking Procedure") outlines the process to be followed and the conditions and requirements to be fulfilled by applicants to enter into a Self-Marking Agreement.

2. Contact Information

All correspondence and inquiries concerning this procedure should be sent to the following address:

Industry Canada
Certification and Engineering Bureau
Self-marking Application and Agreement
P.O. Box 11490, Station H
3701 Carling Avenue
Building 94
Ottawa, Ontario K2H 8S2
Canada

Telephone: (613) 990-4218
Fax: (613) 990-5009
Email: certification.bureau@ic.gc.ca

3. General Conditions

This procedure applies to TAC holders for the self-marking of Certified TE. After the process is in place for DOC, it will also apply to a company using the DOC process or Declaring Party (DP), for the self-marking of self-declared TE. Self-marking is the process of marking Certified or self-declared TE with the requisite certification or registration number, in accordance with the procedure described herein.

4. Applicability Provisions

- (a) The equipment marked with IC labels prior to the coming into force of this agreement is not affected.
- (b) A TAC holder of IC certified TE may continue to use IC labels for that equipment until all his inventory of IC labels has been used up.
- (c) A TAC holder of IC certified TE may continue to order IC labels until **January 1st, 2003** at which time a TAC holder will have to use self-marking using this procedure until new processes and fee structure are implemented.
- (d) Upon implementation of DOC, a DP will have to use this self-marking procedure until new processes and fee structure are implemented.

5. Procedure for Application

A completed and signed Application for Self-Marking Agreement (see Appendix I), hereinafter referred to as the "Agreement", including an initial Request for Self-Marking (as per Schedule A) and the requisite fees as calculated in the Request for Self-Marking shall be submitted to the Certification and Engineering Bureau (the "Bureau") at the address previously specified in section 2. The above information requirements are further elaborated in section 7.

By signing the Agreement, the Applicant agrees to be bound by the terms and conditions therein. If the Bureau approves the Agreement, the TAC holder or DP will be notified in writing that it may mark the Certified or self-declared TE in accordance with the marking specifications (in section 6) for the number and class of Certified or self-declared TE products set out in the submitted Requests for Self-Marking.

6. Marking Specifications

Pursuant to section 69.3 of the *Telecommunications Act*, Certified or self-declared TE will bear an valid identifying certification or registration number. The marking of the certification or registration number on the product shall be as follows:

- (a) TAC holder/DP will be responsible for permanently affixing the certification/registration number on the TE. The certification/ registration number (see example below) identifies Certified or self-declared TE to the public, representatives of the telecommunications common carriers, the Department, and other interested parties. The letter height must be no less than 1.5 mm and the letters must be legible without magnification.
- (b) For integrated devices, e.g. a modem or one that is intended to become a sub-assembly of host equipment e.g. a data terminal, computer etc. that are designed to interface directly with the network, the certification/registration number shall be affixed to the integrated device itself.
- (c) The certification/registration number for a packaged TE will denote that the total package has been registered. However, the marking will normally be placed on that unit of the package which connects to the network. e.g. in a PBX, the marking will be placed on the common equipment which connects to the network, rather than on plug-in components which may be added later. The Terminal Equipment List will show the common equipment but not the standard station apparatus or any proprietary station apparatus.
- (d) The format of the certification/registration number marking consists of three sections. From left to right, the first identifier is “IC” representing compliance with Industry Canada’s requirements. The next part of the string of up to six alphanumeric characters in length is the TAC holder or DP company number. The TAC holder or DP company number is assigned by the Bureau. A DP seeking to obtain a company number shall submit a request to the Bureau in writing. The company number which was assigned by the Bureau for past certification will be grandfathered. More than one company number may be requested by one company where there is some geographical or administrative division concerning the marking process within the company and this will be signified by the addition of a capital letter following the company number. For example, the company number would be 220A where 220 was the existing company number. The first identifier and the company number are separated by a colon (e.g., “IC: 220A). The last part of the string, up to eight alphanumeric characters in length, is the Unique Product Number (UPN). This number is assigned by the TAC holder/DP in the application for certification or registration of DOC. The UPN may be anywhere from one to eight alphanumeric characters. The TAC holder/DP must ensure that:
 - (i) Only alphanumeric (A-Z, 0-9) characters are used in the UPN. Alphabetic characters must be capitalized. Other characters (e.g. & # *-) may not be used;
 - (ii) No more than eight characters are used in the UPN; and
 - (iii) No UPN is used more than once for a given TAC holder/DP company number;

A dash (-) separates the company number and the UPN.

Marking format:

IC: XXXXXX-YYYYYYYY

Where:

IC: Industry Canada

XXXXXX: the TAC holder or DP company number (provided by Industry Canada)

YYYYYYYY: the Unique Product Number (UPN) (provided by the TAC holder or DP)

- (e) For products certified prior to the implementation of the above format, the marking requirements will consist of the certification number as it appears on the IC provided label preceded by “IC:”

Example:

IC: 123 1234 A

- (f) DP must include the following notice in their user manual: “The abbreviation, IC, before the registration number signifies that registration was performed based on a Declaration of Conformity indicating that Industry Canada technical specifications were met. It does not imply that Industry Canada approved the equipment.

7. Information to be submitted

- 7.1 Upon application for a Self-Marking Agreement, the following information must be submitted to the Bureau:

(a) **Self-Marking Agreement**

The Applicant shall complete and sign the Agreement in Appendix I. This form includes the contact information for the Applicant. By signing the Agreement, the Applicant agrees to the terms and conditions therein.

(b) **Requests for Self-Marking**

The Applicant shall fill out Appendix I: Schedule A, Request for Self-Marking, listing the specific Certified or self-declared TE products, along with applicable certification or registration numbers and the quantity of each product that will be self-marked. The Applicant shall pay the total fee for the TEs that will be self-marked as generally set out in TRC-49, *Information on the Application of the Telecommunications Apparatus Technical Assessment and Testing Fees Order Made under the Financial Administration Act*, at the rate of:

- (i) in respect of single-line terminal equipment, \$110 per thousand labels or markings; and
- (ii) in respect of multi-line terminal equipment, \$500 per thousand labels or markings.

An initial Request for Self-Marking should be provided with the agreement. Subsequent Requests for Self-Marking must be submitted prior to self-marking additional or new TEs. The applicable fee must be paid upon submission of a Request for Self-Marking.

- 7.2 Review of the actual number of products marked will occur every six months from the date of approval by the Department of the signed agreement by the applicant, hereafter referred to as the Review Period. Within 30 days of the end of a Review Period, the TAC holder or DP shall submit to the Department, at the address set out in section 2 of the Self-Marking Procedure, a copy of the TAC holder's or DP production records, certified as correct and complete, which contain the quantity of products for each TE model that has been self-marked over the Review Period in accordance with the marking specifications. These records will be consolidated with the Requests for Self-Marking received during the review period.

8. Terms and Conditions

The terms and conditions of the Agreement are set out in Appendix I.

9. Methods of Payment

Requests for Self-Marking along with the requisite fees, as calculated as per section 7, must be submitted to the Bureau at the address in Section 2 of this procedure. Payment may be made by:

- (a) credit card, or
- (b) a cheque, made payable to the Receiver General of Canada.

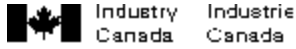
10. Confidentiality

The TAC holder or DP should indicate which information furnished under this self-marking procedure is confidential. The provisions of the *Access to Information Act* will apply.

11. Non-compliance

In case of non-compliance with the marking requirements and this procedure, the TE of the applicant may be removed from the Terminal Equipment List as non-compliant with Industry Canada's specifications.

Appendix I - Application for Self-Marking Agreement



Application for Self-Marking Agreement

TAC Holder/DP Information

TAC Holder/DP:		
TAC Holder/DP Company Number:		
Address of TAC Holder/DP:		
Name and Title of Contact Person:		
Telephone Number:		
Facsimile Number:		
Email Address:		
Language of Correspondence:	English	French

Terms and Conditions of Self-Marking Agreement:

1. Parties:

Her Majesty the Queen in Right of Canada, as represented by the Minister of Industry (the "Department") and:

_____ (the "TAC Holder/Declaring Party (DP)") hereby agree as follows:

This Self-Marking Agreement, including Schedule A: "Request for Self-Marking" (including future Requests for Self-Marking in accordance with section 7 of this Agreement) shall be referred to collectively as "the Agreement", and shall constitute the entire Agreement between the parties and supercede all previous documents, negotiations, arrangements, undertakings and understandings related to its subject matter.

- (1) Terminal attachment equipment ("TE") for which a technical acceptance certificate or "TAC" ("Certified TE") has been issued or has been self-declared must bear an identifying marking which must be permanently affixed by the TAC Holder/DP. This marking identifies Certified or self-declared TE to the public, representatives of the telecommunications, common carriers, the Department and other interested parties.

Notwithstanding the requirements to purchase labels from the Department for the Identification of Certified TE, the Department will recognize marks affixed to TE where such marks are affixed to the TE as per the number and class of products set out in the

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Requests for Self-Marking where the TAC Holder/DP complies with the following conditions:

- (a) Upon receipt of written approval by the Department, the TAC Holder/DP shall permanently affix marks to the TE in accordance with the Marking Specifications and for the number and class of products set out in the Requests for Self-Marking as submitted to the Department pursuant to this Agreement and the Self-Marking Procedure;
 - (b) The TAC Holder/DP shall only use the marks as described in the Marking Specifications, and only on the TE set out in the Requests for Self-Marking submitted pursuant to this Agreement;
 - (c) The TAC Holder/DP shall be responsible for ensuring that the marks affixed to TE are indelible, whether they are affixed to the TE by printing, embossing, engraving, labelling, or some other method;
 - (d) The TAC Holder/DP shall comply with the requirements of the Self-Marking Procedure, other relevant Departmental standards, specifications and procedures and the provisions of the *Telecommunications Act and Regulations*;
 - (e) The TAC Holder/DP shall pay fees to the Department for all marks affixed to all Certified/self-declared TE whether or not the TE is to be distributed, leased, offered for sale, sold or imported into Canada, and
 - (f) The TAC Holder/DP shall pay all applicable fees to the Department.
- (2) This Agreement will be effective from the date of approval by the Department (the "Effective Date") and will be effected until terminated by the development of new processes and fee structure by the Department.
 - (3) The Department may verify the information submitted by the TAC holder/DP in the Agreement by audit or inspection without prior notice to the TAC Holder/DP. The TAC Holder/DP shall at its own expense, preserve and make available all such books, records, accounts and information necessary for audit and inspection by any authorized representative of the Department and provide the Department reasonable access to its premises and personnel at all times during the duration of the Agreement and up to one year following the termination of the Agreement to ensure that markings are being applied in accordance with the Agreement, to verify the TAC Holder's/DP's compliance with the information submitted in the Agreement and to calculate any amount that may be owing to Her Majesty pursuant to this Agreement.
 - (4) If the Department determines that the TAC Holder/DP is not affixing the marks to TE in accordance with this Agreement, that the information submitted in this Agreement is false or misleading, that the TAC Holder/DP is in breach of any term or condition of this Agreement, or for any other reason, the Department may terminate this Agreement upon written notice to the TAC Holder/DP and may remove his equipment from the Terminal Equipment List that contains equipment deemed compliant and that can be distributed, imported, sold, leased, offered for sale in Canada.
 - (5) If, at any time during a Review Period, the TAC Holder/DP wish to mark additional quantities of or new TEs, the TAC Holder/DP shall provide to the Department before self-marking that equipment, a new Request for Self-Marking listing the additional quantity of products or new products and associated quantities, applicable certification/registration number(s) and the total fee and shall forthwith pay to the Department the total fee submitted with the Request for Self-Marking (the "Request for Self-Marking Total").
 - (6) Within 30 days of the end of a Review Period, the TAC Holder/DP shall submit to the Department at the address set out in section 2 of the Self-Marking Procedure, a copy of the TAC Holder's/DP production records certified as correct and completed which indicates the number of products for each product listed in the Requests for Self-Marking that have been marked in accordance with the Marking Specifications during the Review Period.
 - (7) Unless otherwise agreed by the parties, upon termination of this Agreement, all rights under this Agreement will expire and all fees paid will be deemed paid for services provided
 - (8) This Agreement does not imply endorsement by the Department of the TAC Holder/DP or associated companies, or their products or services.
 - (9) Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the TAC Holder/DP and the Department.
 - (10) The TAC Holder/DP shall not use any name or logo of the Government of Canada except with the prior written approval of the Department. This Agreement entitles the TAC Holder/DP to mark TE only in the manner described herein.
 - (11) The Department shall not be responsible or liable for any claim, demand, action or cost that may arise, directly or indirectly, from any

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action or omission of the TAC Holder/DP in the performance or non-performance of its duties under this Agreement. The TAC Holder/DP will indemnify and hold harmless the Department from any and all claims, demands, actions and costs that may arise, directly or indirectly, out of any action or omission of the TAC Holder/DP in the performance or non-performance of its duties under this Agreement. The Department shall not claim indemnity under this paragraph to the extent that the claim has been caused by the Department.

- (12) This Agreement is binding upon the TAC Holder/DP, its successors and assigns.
- (13) This Agreement is between IC and the TAC Holder/DP and cannot be delegated or assigned without the prior written consent of the Department.
- (14) The TAC Holder/DP shall advise the Department, at the address set out in section 2 of the Self-Marking Procedure, of any changes to the information provided by the TAC Holder/DP in this Agreement such as changes to the status, ownership or location of the TAC Holder/DP, and any other changes that may affect the TAC Holder's/DP continued compliance with any of the terms or conditions of this Agreement.
- (15) Any notice, information or document provided for under this Agreement shall be effectively given if delivered or sent by letter or facsimile. Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by facsimile shall be deemed to have been received one working day after being sent; any notice that is mailed shall be deemed to have been received 4 calendar days after being mailed.
- (16) This Agreement shall be governed, construed and interpreted in accordance with the Laws of the Province of Ontario and the Laws of Canada.
- (17) This Agreement may be signed in counterparts each of which when taken together will constitute an original agreement.

Signature of the TAC Holder/DP:	Date:
Name and Title of Person Authorized on Behalf of the TAC Holder/DP to Sign This Agreement (please print):	
Company Name:	
Signature for the Department of Industry:	Date:
Name and Title of the Signatory for the Department of Industry:	Agreement number:

**Appendix I : Schedule A
Request for Self-Marking**

Agreement No.: _____ Request No.: _____

TAC Holder/DP Name: _____ Date: _____

TAC Holder/DP Company No.: _____

Product Information (Please attach extra sheets if necessary)

Product model number	Certification/Registration Number	Quantity (to be self-marked)	Fee per mark (\$110 per thousand single-line; \$500 per thousand multi-line)	Total Fee
Total Fee:				

Form of Payment (please circle): Cheque MC Visa AMEX
(*Cheques made payable to the Receiver General of Canada)

If payment is by credit card:

Name of Cardholder: _____

Card Number: _____ Expiry Date: _____

Signature of Cardholder _____