

# Quality Software (QS) Product Certification Evaluation Manual



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## Important Notices

1. This QS Product Certification Evaluation Manual has been referred to in the QS Product Certification Application Form that is signed by both MSTB and the Applicant and shall be read together with and shall form an integral part of the of the QS Product Certification Application Form; and
2. The terms and conditions as contained in this QS Product Certification Evaluation Manual are subject to change as and when it becomes necessary, as determined solely by MSTB without prior notice. Please go to [www.mstb.org](http://www.mstb.org) to access the latest version of the QS Product Certification Evaluation Manual.

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## References

- 1.1 ISO/IEC: Guide 67: 2004 - *Conformity Assessment – Fundamentals of Product Certification*
- 1.2 ISO/IEC 17065: 2012 – *Conformity assessment – Requirements for bodies certifying products, processes and services*
- 1.3 MS ISO/IEC 17025: 2005 *General requirements for the competence of testing and calibration laboratories*
- 1.4 Specific Technical Requirements 1.13 (STR 1.13) *Specific Technical Requirements For Accreditation Of Software Testing Laboratories*

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## Glossary

“Additional Items”	-	having the meaning as defined in <b>Clause 1.4.1.2</b> herein;
“Agreement”	-	having the meaning as defined in the QS Product Certification Application Form;
“Application”		means the application for the Evaluation Activities applied by the Applicant through the submission of the QS Product Certification Application Form;
“Authorized Third Party Contractor”	-	means the third party contractor(s) who is identified, authorized and sub-contracted by MSTB to perform the Evaluation Activities (or any part of it) on behalf of MSTB;
“Business Days”	-	means a day on which banks are open for business in Selangor, Malaysia and shall exclude Saturdays, Sundays and public holidays;
“Certificate”	-	means the certificate issued by MSTB in respect of the Software Product and the Documentation in recognizing the conformance of the Software Product and the Documentation with the Scheme Requirements;
“Certification Fee”	-	means the sum as particularly mentioned in Quotation payable by the Applicant to MSTB for the Evaluation Activities;
“Certification Performance Schedule”	-	means the schedule detailing inter alia the performance of the Evaluation Activities;
“Certified Software Product and the Documentation”	-	means the Software Product and the Documentation, which have been conferred with the Certificate from MSTB;
“Company Representative”	-	means the persons representing MSTB and the Applicant respectively, who are authorized to act on behalf of the respective Parties on any matter pursuant to the Application;
“Confidential Information”	-	means (including but not limited to) any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of any party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary of the Applicant’s or MSTB, conveyed by either Party to the other in written, oral, digital, magnetic, photographic and/or whatsoever forms;

- “Documentation” - means the Software Product Description and the User Documentation provided by the Applicant to MSTB pursuant to the Application;
- “Effective Date” - having the meaning as defined in the QS Product Certification Application Form;
- “End User” - refers to the users of the Certified Software Product;
- “Evaluation Fee” - means the fee payable by the Applicant to MSTB for the Evaluation Activities, the amount of which as mentioned in the Quotation;
- “Evaluation Activities” - means the process of testing and evaluation of the Software Product and Documentation to be conducted by MSTB (or Authorized Third Party Contractor) in accordance with the scope of works and timelines described in the Certification Performance Schedule to ascertain whether the Software Product and the Documentation are in conformity with the Scheme Requirements;
- “Governing Documents” - having the meaning as defined in the QS Product Certification Application Form;
- “Intellectual Property” - means the intangible property conferred by any statute or common law, registrable or otherwise including any present or future copyright, patent, trade mark, industrial design, layout designs of integrated circuits, trade secret, confidential information, domain name and other intellectual property in relation to the Software Product and the Documentation or as may be developed/created pursuant to the conduct of the Evaluation Activities herein provided and the terms “Intellectual Property Rights” shall be construed accordingly;
- “Items” - having the meaning as defined in **Clause 1.4.1.1** herein;
- “Jumpstart Pack” - refers to a pack comprising of a set of documents which would assist the Applicant, inter alia, in conducting the survey as described in the Jumpstart Pack, preparing the documents required to be submitted to MSTB in the event the Software Product and the Documentation are ready for the Evaluation Activities, understanding the QS Product Certification Scheme and its evaluation methods and applying for the Evaluation Activities;
- “Materials” - means any and all materials provided by the Applicant to MSTB in relation to the Evaluation Activities, including but not limited to the Items, the Additional Items (where applicable), the Documentation and the Software Product Information Declaration;
- “Non-Conformance Report” - means the non-conformance report in relation to the Software Product and the Documentation upon completion of the testing or evaluation of the Software Product and the Documentation issued by MSTB or Authorized Third Party Contractor;

“Qualified Personnel”	-	means any employee of MSTB or Authorized Third Party Contractor that has the relevant qualification, skill, expertise and experience and having the necessary credentials in the field of relevant technology in relation to the Software Product and Documentation in accordance with Scheme Requirements to perform the Evaluation Activities;
“QS Product Certification Scheme”	-	means a scheme in respect of the conformity assessment of a particular software product and documentation relating thereto as identified in the QS Product Certification Application Form;
“QS Product Certification Report”	-	means the report produced by MSTB (or the Authorized Third Party Contractor) in relation to the testing and evaluation of the Software Product and the Documentation pursuant to the Evaluation Activities;
“QS Product Certification Application Form”	-	the application form submitted by the Applicant for the purpose of the Application;
“Quotation”	-	means MSTB’s quotation as identified in the QS Product Certification Application Form;
“Scheme Document”	-	means the relevant document issued by MSTB in respect of the QS Product Certification Scheme;
“Scheme Requirements”	-	means the standards which are applicable to the Software Product and the Documentation as more fully specified in the Scheme Documents;
“Site”		means the alternative place where the testing of the Software Product may be carried out by MSTB or its Qualified Personnel to determine the compliance of the Software Product to the Scheme Requirements, which may include the Applicant’s premises;
“Software Product”	-	means the Applicant’s software product as identified in the QS Product Certification Application Form;
“Software Product Description”	-	means the Applicant’s description of the Software Product which states the properties of the Software Product with the main purpose of helping potential acquirers in the evaluation of the suitability of the Software Product;
“Software Product Information Declaration”	-	means the Applicant’s declaration statement made with regard to the Software Product as part of the requirement for the Application;
“Suspension Events”	-	means any or all the events resulting from the actions (or inactions, as the case may be) by the Applicant including those listed in <b>Clause 5.4.1</b> herein that may justify MSTB in suspending any of the Evaluation Activities;
“Terms and Conditions”	-	having the meaning as defined in the QS Product Certification Application Form;
“Test Environment”	-	means the agreed test environment which are required to enable MSTB (or the Authorized Third Party Contractor) to carry out the testing of the Software Product as stipulated in the Quotation.



“User Documentation”

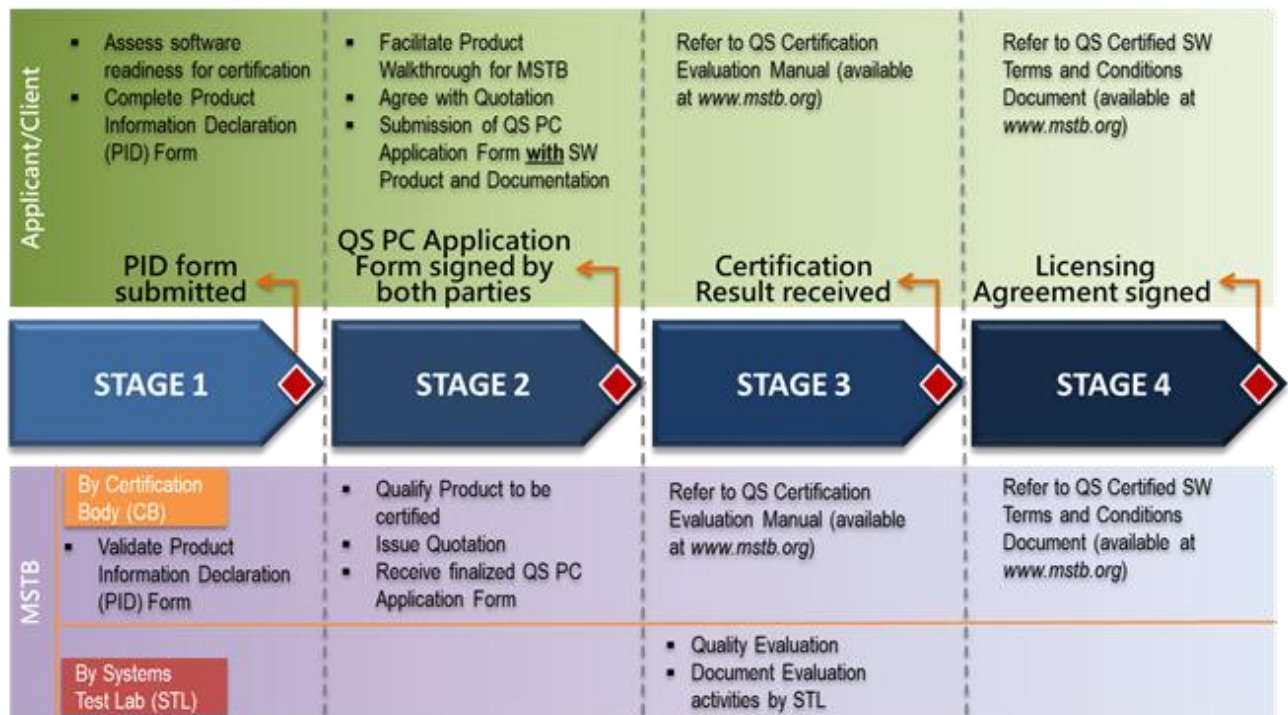
means the information that is supplied by the Applicant with the Software Product, in the form of a manual or otherwise, to help the user in their use of the Software Product.

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## 1.0 Introduction to QS Product Certification Evaluation

### 1.1 Introduction

Below is the overview of the four (4) stages involved in respect of the QS Product Certification (“**QS Product Certification Stages**”).



**Legend:**

- Stage 1 = Pre-Application
- Stage 2 = Application
- Stage 3 = Evaluation
- Stage 4 = Post Evaluation

This manual describes the Evaluation Activities involved in the Stage 3 of the QS Product Certification Stages.

Below are the main activities that are covered under Stage 3;

1. Planning of the Evaluation Activities
2. Evaluation Activities
3. The certification decision
4. Closure of certification
5. Managing Excursion during Evaluation Activities

The following chapters in this QS Product Certification Evaluation Manual discuss the main activities as listed above.

## 1.2 Purpose of QS Product Certification Evaluation Manual

This QS Product Certification Evaluation Manual:

- 1.2.1 serves to achieve clarity and brevity by organizing all the Evaluation Activities under this QS Product Certification Evaluation Manual;
- 1.2.2 provides specific and detailed information to address additional terms and obligations of both MSTB and the Applicant relating to the Evaluation Activities involved in the Stage 3 of the QS Product Certification Stages;
- 1.2.3 provides to the Applicant a comprehensive and systematic guide in executing the Evaluation Activities from planning to the certification level;
- 1.2.4 provides to the Applicant expectation in managing defects and potential scope variation during the Evaluation Activities;
- 1.2.5 provides useful guidelines in what to do during abnormal events; and
- 1.2.6 provide role of the respective stakeholders such as financial controller, technical staff and project manager on their respective function activities during the execution of the Evaluation Activities.

## 1.3 Obligations of MSTB

### 1.3.1 In respect of the performance of the Evaluation Activities

1.3.3.1 MSTB agrees to carry out the Evaluation Activities to the best of its abilities based on the Software Product Information Declaration;

1.3.3.2 The Applicant acknowledges that MSTB's performance of its obligations in respect of the Evaluation Activities is subject to the cooperation given by the Applicant and therefore, the Applicant agrees that MSTB shall not be responsible for any delay or failure to perform its obligations in respect of the Evaluation Activities in the event such delay or failure was caused and/or contributed by the Applicant; and

1.3.3.3 Where any such delay on the part of MSTB to perform the Evaluation Activities in accordance with the Certification Performance Schedule is attributable to the Applicant, the Applicant acknowledges that MSTB may, at its option, in addition to suspending the Evaluation Activities in accordance with **Clause 5.4** of this QS Product Certification Evaluation Manual, charges such additional fees as may reasonably be incurred due to such delay.

### 1.3.2 In respect of a copy of the Certified Software Product and Documentation

MSTB shall keep a copy of the Certified Software Product and Documentation for record purposes and safekeeping in a safe and secure manner. In the event there is any dispute or issue in respect of the Software Product and/or the Documentation which has been granted with Certificate by MSTB, the Parties agree that a copy of the Certified Software Product and Documentation which are in MSTB's record and safekeeping shall be the final and only reference to settle such dispute or issue.

### 1.3.3 In respect of the Confidentiality Obligations

- 1.3.3.1 MSTB agrees to preserve the Confidential Information received from the Applicant and agrees not to directly or indirectly use, disclose, or permit the use or disclosure of any such Confidential Information of the Applicant without the express written permission of the Applicant, except for the purpose of the Evaluation Activities and in the manner provided in the Agreement;
- 1.3.3.2 The obligation of confidentiality in **Clause 1.3.3** above shall not apply to information which is:
- 1.3.3.2.1 already in the public domain or becomes part of the public domain other than due to wrongful disclosure by MSTB;
  - 1.3.3.2.2 disclosed to MSTB without any obligation of confidence by a third party who has not derived it directly or indirectly from the Applicant;
  - 1.3.3.2.3 independently developed or procured by MSTB;
  - 1.3.3.2.4 was already in the possession of or known to MSTB prior to disclosure by the Applicant; or
  - 1.3.3.2.5 required by law, Scheme Requirements and procedures including regulatory provisions to be disclosed, but only for the purpose of such disclosure and to the extent required to be so disclosed.
- 1.3.3.3 Notwithstanding the above, MSTB may disclose Confidential Information belonging to the Applicant to its Board of Directors, parent company, subsidiaries, associated companies, solicitors, auditors, insurers, accountants, the Qualified Personnel and the Authorized Third Party Contractor on a need-to-know basis, provided however that MSTB shall remain liable for any breach of the above clauses by its Board of Directors, parent company, subsidiaries, associated companies, solicitors, auditors, insurers, accountants, the Qualified Personnel and the Authorized Third Party Contractor; and
- 1.3.3.4 The confidentiality and non-disclosure obligations of MSTB shall survive the expiry or termination of the Agreement (whichever is the case).

## 1.4 Obligations of the Applicant

### 1.4.1 In respect of the Items and the Additional Items.

- 1.4.1.1 The Applicant agrees that it shall provide to MSTB with the following items together with the QS Product Certification Application Form to enable MSTB to perform the Evaluation Activities;
- 1.4.1.1.1 a copy of the Software Product; and
  - 1.4.1.1.2 any other items, documents or information as requested by MSTB in writing.
- (“**the Items**”).
- 1.4.1.2 Notwithstanding **Clause 1.4.1.1** above, the Applicant agrees that MSTB may, from time to time, request for any other additional item, equipment, document and information in addition to the Items (“**Additional Items**”) within the time prescribed by MSTB to enable MSTB to provide the Evaluation Activities and the Applicant shall deliver the Additional Items as requested;

- 1.4.1.3 Any failure of the Applicant to deliver or any inordinate delay in the delivery of the Items or Additional Items within the period prescribed herein shall be a fundamental breach of the Agreement and MSTB shall not be liable for the non-performance or any delay of the Evaluation Activities arising out of the non-delivery or delay thereof;
- 1.4.1.4 The Applicant shall ensure that the Items and the Additional Items are in a good working form and where relevant, contained sufficient information (which is to be determined solely by MSTB at its absolute discretion) to enable MSTB to perform the Evaluation Activities; and
- 1.4.1.5 In the event the Applicant fails to provide to MSTB with any one or more of the Items in the manner mentioned in **Clause 1.4.1.1** above or the Additional Items in the manner mentioned in **Clause 1.4.1.2** above, MSTB may terminate the Agreement.
- 1.4.2 In respect of the access to the site.
- 1.4.2.1 Where applicable, the Applicant shall give MSTB the sufficient access to the Site and the required facilities (within the Site) and equipment to enable MSTB to provide the Evaluation Activities; and
- 1.4.2.2 The Applicant shall ensure that the Site is safe and secure for MSTB to provide the Evaluation Activities.
- 1.4.2.3 MSTB will perform checks during setting of Test Environment (if applicable) and the Applicant shall give the necessary assistance to MSTB in respect thereto.
- 1.4.3 In respect of the Test Environment.
- Where applicable, the Applicant shall ensure that the Test Environment is successfully established prior to MSTB's performance of the Evaluation Activities.
- 1.4.4 In respect of the non-conformance of the Software Product and/or the Documentation (if applicable).
- The Applicant shall adhere to all MSTB requirements in the implementation and performance of the Evaluation Activities in a timely manner and as may be specified in the Certification Performance Schedule including but not limited to:
- 1.4.4.1 deleting, adding or modifying any function of the Software Product found by MSTB to be inconsistent with the Software Product Description, User Documentation or Software Product Information Declaration; and
- 1.4.4.2 fixing any non-conformance found in the Software Product and/or Documentation as reported to the Applicant, within five (5) Business Days (or any other period as determined in writing by MSTB) from the date of issuance of the Non-Conformance Report.
- 1.4.5 In respect of the necessary assistance.
- 1.4.5.1 The Applicant shall render all necessary assistance to MSTB's personnel (including but not limited to the Qualified Personnel) in the performance of the Evaluation Activities and shall cooperate and coordinate with MSTB in the implementation and performance of the Evaluation Activities; and
- 1.4.5.2 The Applicant shall perform any other reasonable action as may be required by MSTB to enable MSTB to perform the Evaluation Activities as notified by MSTB to the Applicant in writing.
- 1.4.6 In respect of the Jumpstart Pack.

The Applicant presents to MSTB that it has personally purchased the Jumpstart Pack from MSTB and thereafter, conducted the necessary survey as required in the Jumpstart Pack in which the result of such survey reveals that the Software Product and the Documentation are ready for the Evaluation Activities. The Applicant agrees that the requirements under this **Clause 1.4.6** are material and non-compliance to the same by the Applicant would entitle MSTB to terminate the Agreement unless otherwise waive by MSTB in writing.

**1.4.7** In respect of the Confidentiality Obligations.

1.4.7.1 The Applicant agrees to respect and preserve the Confidential Information of MSTB and agrees not to directly or indirectly use, disclose, or permit the use or disclosure of any such Confidential Information of MSTB without the express prior written permission of MSTB, except in the manner provided in the Agreement;

1.4.7.2 The Applicant shall not acquire any rights or interest in MSTB's Confidential Information other than the right to use it in connection with the Agreement;

1.4.7.3 Notwithstanding the above, the Applicant may disclose Confidential Information belonging to MSTB to its Board of Directors, parent company, subsidiaries, associated companies, solicitors, auditors, insurers and accountants on a need-to-know basis, provided however that the Applicant shall remain liable for any breach of the above clauses by its Board of Directors, parent company, subsidiaries, associated companies, solicitors, auditors, insurers and accountant; and

1.4.7.4 The confidentiality and non-disclosure obligations of the Applicant shall survive the expiry or termination of the Agreement (whichever is the case).

**1.5 Intellectual Property Rights**

**1.5.1** Ownership of the Intellectual Property Rights:

The Parties agree that:

1.5.1.1 all Intellectual Property Rights of the Applicant which is exposed or revealed during the course of performance of the Evaluation Activities by the Applicant to MSTB shall remain the absolute property of the Applicant. Nothing herein shall operate to assign to or vest any Intellectual Property rights of the Applicant in or to MSTB;

1.5.1.2 all Intellectual Property Rights of MSTB shall remain the absolute property MSTB. Nothing herein shall operate to assign to or vest any Intellectual Property Rights of MSTB in or to the Applicant; and

1.5.1.3 all Intellectual Property Rights created and/or developed by MSTB (or the Authorized Third Party Contractor), in discharging its obligations in relation to the provision of the Evaluation Activities, shall vest in MSTB.

**1.5.2** Use of Intellectual Property Rights:

1.5.2.1 The Applicant shall only use MSTB's Intellectual Property strictly in the manner as stipulated in the Agreement or any other guidelines issued by MSTB from time to time, which may be amended from time to time by MSTB (if applicable); and

1.5.2.2 MSTB shall only use the Applicant's Intellectual Property strictly in the manner as stipulated in this Agreement.

### 1.5.3 Infringement Claims against MSTB

1.5.3.1 If any claim or demand is made by any third party against MSTB arising from the use by MSTB of any Intellectual Property or Materials received from the Applicant in relation to the Evaluation Activities, MSTB shall notify the Applicant as soon as practicable after it is made aware of the claim, and:

1.5.3.1.1 MSTB shall be given full control of any proceedings or negotiations in connection with the claim and shall be exclusively entitled to appoint and instruct legal counsel in connection with the proceedings or negotiations and to determine the forum for any such proceedings;

1.5.3.1.2 the Applicant shall bear the entire costs for any such proceedings;

1.5.3.1.3 the Applicant shall give MSTB all reasonable assistance for the purpose of contesting any such proceedings or negotiations;

1.5.3.1.4 the Applicant shall be liable for any damages, loss, expenses and costs which are awarded against MSTB;

1.5.3.1.5 the Applicant shall compensate and indemnify MSTB from and against all actions, suits, losses, costs or damages for the infringement or allegation of infringement in respect of any third party's intellectual property rights and for any liability incurred to third parties; and

1.5.3.1.6 the Applicant shall take all steps as MSTB may reasonably require to mitigate or reduce any loss to MSTB.

### 1.5.3.2 Infringement Claim Against Third Parties by MSTB

The Applicant agrees that it shall:

1.5.3.2.1 immediately notify MSTB of any possible infringement of MSTB's Intellectual Property which may come to the Applicant's attention, and at the request of MSTB shall use its reasonable efforts to assist MSTB to investigate, pursue, stop and/or prosecute any infringer of such Intellectual Property by all means possible including but not limited to participating in MSTB's action or suit.

1.5.3.2.2 be responsible for all its legal fees and other costs associated with the assistance provided to MSTB's action and claim against the infringers of MSTB's Intellectual Property. If the action is successful, any damages awarded shall be used to reimburse the Applicant for expenses incurred.

### 1.5.3.3 Survival of Terms

The provisions of this **Clause 1.5** shall survive the expiry or termination of the Agreement (whichever is the case).

## **1.6 User of This QS Product Certification Evaluation Manual**

The following stakeholders from the Applicant may find this QS Product Certification Evaluation Manual useful based on their respective work functional areas:-

- 1.6.1 Accounting Controller
- 1.6.2 Developers of the Software to be certified
- 1.6.3 Testers of the Software to be certified
- 1.6.4 Project Managers

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## 2.0 Planning of Certification Plan

### 2.1 Introduction

This Chapter details the activities of Planning of Certification plan which includes the Evaluation Activities. Planning of Certification Plan will be performed once payment of Evaluation Fee had been made.

Below are the main activities that are covered under this chapter;

1. Preparing Certification Plan
2. Kick off Meeting
3. Scheduled Monthly Meeting

### 2.2 Preparing Certification Plan

This Preparing Certification Plan activity is performed to ensure all activities related to certification which includes the Evaluation Activities have been carefully considered and are being planned accordingly. The activities for Preparing Certification Plan are explained in the subsections below;

#### 2.2.1 Internal Training

MSTB will discuss with their test partner in developing the Certification Plan which includes the detailed Certification Performance Schedule. The Certification Plan will detail out the relevant information on certification which includes the following Evaluation Activities:

- 2.2.1.1 Quality Evaluation
- 2.2.1.2 Document Evaluation
- 2.2.1.3 Producing Non-conformance Report
- 2.2.1.4 Producing Test Report
- 2.2.1.5 Certification result by decision committee
- 2.2.1.6 Notification of certification result

#### 2.2.2 The Applicant's Agreement

The Certification Plan will then be discussed during Kick off Meeting for agreement by the Applicant.

### 2.3 Kick Off Meeting

This Kick off Meeting is performed to ensure all stakeholders have a common understanding of the Certification Plan, which contains certification related information such as scope of certification, certification schedule and stakeholders' respective roles and responsibilities in the certification process. The activities for Kick off Meeting are explained in the subsections below;

#### 2.3.1 Meeting Arrangement

MSTB will arrange the kick off meeting with client. Meeting arrangement activities are including but not limited to:

- 2.3.1.1 Identify meeting attendees and meeting venue
- 2.3.1.2 Sending out invite to the identified meeting attendees

- 2.3.1.3 Finalize meeting attendees and meeting venue
- 2.3.1.4 Finalize meeting agenda

## 2.3.2 Meeting Agenda

The agenda of the meeting will cover the following:

- 2.3.2.1 Agreement to the Certification Plan
- 2.3.2.2 Agreement to the Certification Performance Schedule
- 2.3.2.3 Roles and responsibilities of stakeholders
- 2.3.2.4 Certification schedule and duration
- 2.3.2.5 Briefing on key points of the QS Product Certification Evaluation Manual
- 2.3.2.6 Point of contacts for communication

## 2.4 Schedule Monthly Meeting

This Scheduled Monthly Meeting is performed to ensure all stakeholders concerns related to Evaluation Activities are addressed accordingly. This meeting is also to ensure Evaluation Activities are progressing smoothly by following the Certification Performance Schedule. The activities for Scheduled Monthly Meeting are explained in the subsections below:

### 2.4.1 Meeting Objectives and Agenda

The objectives of monthly meeting with MSTB are to discuss the status of the Evaluation Activities, and also resolving any issue raise/occur during the Evaluation Activities. The agenda discussed in the meeting are including but not limited to as listed below:

- 2.4.1.1 Evaluation activities progress
- 2.4.1.2 Schedule progress blockage
- 2.4.1.3 Non-conformance fixing progress
- 2.4.1.4 Possibility of Suspension of Evaluation Activities
- 2.4.1.5 Resumption of Evaluation Activities (if Evaluation Activity is under suspension)

### 2.4.2 Responsibilities

MSTB is responsible to arrange and schedule monthly meeting. All stakeholders (MSTB, the Applicant etc) are highly encouraged to be participative in giving feedback and highlighting relevant issues/problem during the meeting to ensure Evaluation Activities are conducted effectively.

## 3.0 Evaluation Activities

### 3.1 Introduction

This chapter describes the Evaluation Activities for the certification of the Software Product.

1. Test Environment will be prepared based on the information established in the Quotation. Where applicable, the Applicant shall assist MSTB to setup the Test Environment. If the Test Environment cannot be setup in MSTB test lab then testing will be done at Site. This will need to be agreed and established before the Quotation is issued.
2. Evaluation Activities will begin with testing based on the function list validated from the Software Product Information Declaration. Test will be designed based on applicable characteristics of the Software Product. Subsequently, test cases will be developed for the testing. Test will be executed in parallel with evaluation of the Documentation.
3. During testing, any incomplete function that is not consistent with the Software Product Description, User Documentation or Software Product Information Declaration will be highlighted to the Applicant. This will be managed as a variation as described in **Clause 3.4** herein. Any additional Evaluation Activities beyond the agreed scope as mentioned in the Certification Performance Schedule will be managed in accordance with **Clause 3.4** herein.

### 3.2 Fixing Non-Conformance

MSTB will issue weekly Non-Conformance report to Applicant once the Evaluation Activities have started. This report will cover Quality and Documentation Defects. An example is shown below:

Product Name									NC Notification Date and Time				
Product Version													
No.	Unresolved NC Report ID	NC ID (QD)	Similar NC ID	Function Affected	NC details	Severity (Breakdown/ Fatal/ Major/ Minor)	Defect generated date	Solution details	Resolution method (reduce/ modify/ delete/ not rectify/ rectify/ reject)	MSTB Comment and Request	Product Owner Previous Comment and Response	Screenshot/Attachment	
1	<The previous Defect Report ID in case for unresolved defect>	<Defect ID of the defect>	<Defect ID of a similar defect>	<The path of the function where the defect was detected in sequence of <large functions> - <medium functions> - <small functions>>	<A clear abstract of the defect. Summaries like Program hangs or It doesn't work are bad samples. Please provide detailed reproduction steps>	<Defect severity>	<Date the defect was discovered>	<Product owner to state here fix or solution details of the defects>	<Product Owner to state here the resolution method applied in fixing the defect reported>		<Communication history between test team and product owner>		
2													
3													

The Applicant is required to response in the appropriate column (highlighted in yellow above) on the weekly Non-Conformance Report issued by MSTB within five(5) Business Days from the date such Non-Conformance report is issued. In the event the Applicant repetitively (more than 2 times) takes more than five (5) Business Days (or any other period notified in writing by MSTB to the Applicant) to fix the non-conformance as specified in the Non-Conformance Report without valid reason, MSTB may propose for suspension of the Evaluation Activities.

### 3.3 Submission of the Updated Software Product and Documentation

The Applicant is required to submit updated Software Product and Documentation to MSTB after fixing the Non-Conformance reported in the weekly Non-Conformance Report.

MSTB will perform confirmation test on the Non-Conformance fixes in the updated software product and documentation and update result on weekly Non-Conformance Report. Once the Non-Conformance is closed, it will be removed from Non-Conformance Report.

### 3.4 Managing Potential Variation during Evaluation Activities

- 3.4.1 Where there is any change intended to the scope of work to be performed by MSTB during Evaluation Activities (“**the Intended Change**”), a Party shall provide to the other Party a written notice on the Intended Change no less than five (5) Business Days from the date the Intended Change is to take place (“**the Intended Change Written Notice**”). The Parties shall immediately discuss in a good faith on the terms and conditions relating to the Intended Change, which includes but not limited to the changes to the Evaluation Fee;
- 3.4.2 In the event both MSTB and Applicant agree on the terms and conditions of the Intended Change, the Parties agree to evidence the same through any instrument (“**Variation Instrument**”) to be signed by both Parties and the Variation Instrument shall to the extent where relevant, amend and replace the Terms and Conditions and be deemed to be part of the Governing Documents in which the Parties agree that they shall be bound by the terms and conditions in the Variation Instrument. In such event the Certification Performance Schedules shall be updated accordingly;
- 3.4.3 In the event the Parties are unable to agree on the terms and conditions of the Intended Change, the Applicant shall decide whether MSTB is to proceed with the Evaluation Activities. In no event the Evaluation Fee shall be refunded by MSTB to the Applicant due to the Parties’ inability to agree on the terms and conditions of the Intended Change; and
- 3.4.4 For the avoidance of doubt, the Parties shall make decision of their agreement or disagreement on the Intended Change within five (5) Business Days from the date of the receipt by a Party from the other Party of the Intended Change Written Notice.

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## 4.0 Closure

### 4.1 Introduction

This Chapter details the activities of Closure. Closure activities are performed once all Evaluation Activities have been completed.

Below are the main activities that are covered under this chapter;

1. Notification of QS Product Certification Result
2. Issue Test and QS Product Certification Report
3. Archive of the Certified Software Product and the Documentation

### 4.2 Notification of Certification Result

This Notification of Certification Result activity is performed to communicate the result of certification (“**Certification Result**”) to the Applicant. MSTB will have to first finalize the Certification Result following a recommendation made pursuant to the Certification Decision Meeting. The activities for Notification of Certification Result are explained in the subsections below:

#### 4.2.1 Decision Committee Meeting

In reaching a Certification Result (pass or fail), members of the Decision Committee will meet and be presented with the Software Product Evaluation Activities result. One (1) representative from the Applicant will be invited to attend and observe the meeting. Such representative however is not allowed to participate in the meeting.

#### 4.2.2 Certification Result Notification

Certification Result will be notified to the Applicant through email within three (3) Business Days (or any other period as determined by MSTB) from the date of conclusion of the Certification Decision Meeting.

### 4.3 Issue Test and QS Product Certification Report

This Issue Test and QS Product Certification Report activity is performed to ensure Test Report and the QS Product Certification Report are generated and issued to the Applicant at the end of Evaluation Activities. The activities for Issue Test and QS Product Certification Report are explained in the subsections below:

#### 4.3.1 Generation of QS Product Certification Report

MSTB will generate the QS Product Certification Report once decision in respect of the Software Product and the Documentation had been reached and finalized. The QS Product Certification Report will also be based on the result as recorded in the Test Report.

#### 4.3.2 Issuance of Test Report and QS Product Certification Report

The Applicant will receive Test Report (from MSTB’s System Test Lab) and QS Product Certification Report within fourteen (14) business days after the notification date of the Certification Result.

#### 4.4 Archive of Certified Software Product and The Documentation

This Archive of Certified Software Products and the Documentation is performed to ensure the final copy of the Certified Software Product and the Documentations are recorded and archived accordingly. The activities under Archive of Certified Software Products are explained in the subsections below

##### 4.4.1 Finalizing archive Certified Software Product and the Documentation

MSTB will inform the Applicant of the Software Product and the Documentation (i.e. the Software Product Description and the User Documentation), which have been finalized and certified by MSTB:

The finalization of the Certified Software Product and the Documentation as mentioned above will take place once decision of certification had been reached. Such Certified Software Product and the Documentation are then sent to the Applicant and the Applicant shall send back a full production copy of the Certified Software Product and the Documentation ("**the Production Copy**") to MSTB for review and archive. MSTB will be able to detect changes made to the Production Copy (if any).

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## 5.0 Managing Excursion during Evaluation Activities

### 5.1 Introduction

This Chapter provides guideline on how to manage excursion during Evaluation Activities.

Below are the main activities that are covered under this chapter;

1. Dispute
2. Complaints
3. Suspension
4. Termination
5. Withdrawal

### 5.2 Dispute

The results of the testing pursuant to the Evaluation Activities conducted by the lab generally are final as the assigned lab is accredited by Standards Malaysia. However, if the Applicant wishes to raise query on any matter relating to the Evaluation Activities (which includes the result of the testing) the Applicant may do so by providing a written notice to the MSTB, in which such query will be discussed during the periodic meeting (which includes the scheduled monthly meeting) between the parties.

### 5.3 Complaint

The Applicant shall provide in writing (e.g. through email, letter) relevant complaint to the MSTB Customer Relations Manager, if any, with regard to the on-going Evaluation Activities. The scope of the complaint can be in respect of the following;

- 5.3.1 Coverage of Evaluation Activities
- 5.3.2 Unclear reporting
- 5.3.3 Late reply on queries
- 5.3.4 Disagreed deviation from the Certification Performance Schedule

### 5.4 Suspension

5.5.1 MSTB may propose for suspension of the Evaluation Activities upon the occurrence of any of the following possible events:

5.4.1.1 the Applicant repetitively (i.e. more than 2 times) takes longer than five (5) Business Days (or any other period notified in writing by MSTB to the Applicant) to fix the non-conformance as specified in the Non-Conformance Report without valid reason;

5.4.1.2 the number of non-conformance discovered by MSTB is more than thirty percent (30%) of the total functions of the Software Product as declared in the Software Product Information Declaration;

5.4.1.3 the Software Product being evaluated behaves differently from that specified in the Documentation;

- 5.4.1.4 both MSTB and the Applicant are unable to effectively set up the Test Environment (where applicable);
  - 5.4.1.5 both MSTB and the Applicant are unable to properly install the Software Product in the Test Environment;
  - 5.4.1.6 the Applicant requests for a suspension of the Evaluation Activities with acceptable reasons;  
or
  - 5.4.1.7 any other events which MSTB deems reasonable to suspend the Evaluation Activities.
- 5.4.2 MSTB Scheme Head should authorize any suspension being carried out and also authorize any resumption of evaluation activities.

## **5.5 Suspension Events**

- 5.5.2 The Applicant shall decide whether MSTB to suspend or to proceed with the Evaluation Activities based on advice from MSTB. Alternatively, the Applicant can allocate more resources to prevent from going into suspension. Whatever the decision (suspend or proceed), the whole period for the Evaluation Activities shall not exceed five (5) months (or any other period notified in writing by MSTB to the Applicant), exceeding that may result in failing in certification;
- 5.5.3 The suspension of the Evaluation Activities can occur only once (1 time) which last for a maximum period of one (1) month only. The Applicant needs to provide one (1) month written notice before the start of suspension.
- 5.5.4 Cost of the suspension will be notified by MSTB in writing and shall be agreed by the Applicant prior to going into suspension of the Evaluation Activities.
- 5.5.5 If MSTB is satisfied with the corrective action taken by the Applicant to address and overcome the identified Suspension Events, MSTB may lift the suspension of the Evaluation Activities by notifying the Applicant and proceed with the Evaluation Activities subject to the payment of the additional cost communicated by MSTB as mentioned above, whereby in such case, the Certification Performance Schedule will be amended accordingly;

## **5.6 Termination**

### **5.6.1 General Rights of Termination**

The Agreement may be terminated forthwith by either Party, by giving written notice to the other Party:

- 5.6.1.1 if the other Party commits any material breach of any terms of the Agreement or default of any obligation hereunder and which (in the case of a breach being capable of being remedied) shall not have been remedied within thirty (30) days of a written request to remedy the same or any other agreed period;



- 5.6.1.2 if an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other Party;
- 5.6.1.3 if the other Party becomes subject to a winding-up order or makes any voluntary composite arrangement with its creditors;
- 5.6.1.4 if the other Party goes into liquidation (except for the purposes of amalgamation or reconstruction and so that the resulting company effectively agrees to be bound by or assume the obligations imposed on the party going into liquidation); or

#### 5.6.2 Termination by MSTB

Notwithstanding the above, MSTB may terminate the Agreement with immediate effect (authorized by Scheme Head) by written notice in any of the following circumstances:

- 5.6.2.1 MSTB has evidence that the Applicant had made a false or misleading declaration in applying for the Evaluation Activities, including but not limited to any assertions of ownership in respect of the Software Product, Documentation and any information in the Software Product Information Declaration; or
- 5.6.2.2 MSTB has evidence that the Applicant has infringed and breached MSTB's Intellectual Property; or
- 5.6.2.3 in any of the circumstances provided in the Governing Documents.

#### 5.6.3 Termination by the Applicant

The Applicant may terminate the Agreement by giving MSTB one (1) months' prior notice in writing.

#### 5.6.4 Mutual Termination

Notwithstanding any of the above, the Agreement may be terminated by mutual written agreement between the Parties.

#### 5.6.5 Termination due to force majeure events

The Agreement also may be terminated by any of the Party in case of force majeure event, an event which is beyond the control of a Party and prohibits a Party from performing its obligations under the Agreement, and depending on the severity level for each of the force majeure event incurred, it continues for a period which is reasonably regarded as not commercially and practically wise for the Parties to proceed and complete the Evaluation Activities in accordance with the Certification Performance Schedule.

#### 5.6.6 Continuing Rights

Termination of the Agreement by whatever means shall not affect any liability of the Parties existing at the date of such termination and shall not relieve the Parties of their obligations of confidentiality and liability and indemnity nor prejudice any other right or remedy by one Party against the other in respect of any antecedent breach.

## 5.6.7 Consequences of Termination

5.6.7.1 Upon the termination of the Agreement for whatever reason, both Parties shall cease from performing their obligations as required under the Agreement in respect of the Evaluation Activities;

5.6.7.2 The termination of the Agreement shall not prevent MSTB from:

5.5.7.1.1 filing any action or suit in the Court of law against the Applicant for any infringements or allegations of infringement in respect of MSTB's Confidential Information and/or MSTB's Intellectual Property;

5.5.7.1.2 publishing a public notice through either printed or electronic media in relation to the infringements or allegations of infringement of MSTB's Confidential Information and/or MSTB's Intellectual Property made by the Applicant; and

5.5.7.1.3 claiming any cost incurred due to the termination;

5.6.7.3 Unless the Agreement is terminated by the Applicant on ground of breach of the Agreement by MSTB, which is wilfully and solely due to MSTB's default, no Certification Fee paid to MSTB shall be refunded to the Applicant; and

5.6.7.4 The Parties agree that upon termination or expiry of the Agreement for whatever reason:

5.5.7.4.1 each Party shall return all the Confidential Information belonging to the other Party acquired in relation to the Agreement; and

5.5.7.4.2 (ii) in particular, MSTB shall return to the Applicant all the Materials or at the Applicant's option, destroy, erase or dispose all the Materials.

## 5.7 Withdrawal

In the event the Applicant wishes to withdraw from the on-going Evaluation Activities, the Applicant may do so by providing one (1) month prior written notice (e.g. through email, letter) to MSTB Customer Relations Manager. Scheme Head is authorized to allow Applicant to withdraw or resume.

The following are example of reasons for the Applicant's withdrawal from the on-going Evaluation Activities;

1. The Applicant is unable to commit to the Certification Plan requirements (including the Certification Performance Schedule)
2. The Applicant is unable to fix non-conformances as communicated by MSTB
3. The Applicant's change of organization direction/prioritization

In the event the Applicant wishes to withdraw from the on-going Evaluation Activities, no Evaluation Fee paid to MSTB shall be refunded to the Applicant.

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